SERFF Tracking #: AGNY-129071250 State Tracking #: AGNY-129071250

Company Tracking #: AIG-13-EO-06

State: Illinois Filling Company: National Union Fire Insurance Company of

Pittsburgh, Pa.

TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice

**Product Name:** Dentists Professional Liability Program 015106400288 **Project Name/Number:** Dentists Professional Liability Program /AIG-13-E0-06

## Filing at a Glance

Company: National Union Fire Insurance Company of Pittsburgh, Pa.
Product Name: Dentists Professional Liability Program 015106400288

State: Illinois

TOI: 11.0 Medical Malpractice - Claims Made/Occurrence

Sub-TOI: 11.0006 Dentists - General Practice

Filing Type: Rate/Rule
Date Submitted: 06/18/2013

SERFF Tr Num: AGNY-129071250

SERFF Status: Closed-Filed

State Tr Num: AGNY-129071250
State Status: Under Review
Co Tr Num: AIG-13-EO-06

Effective Date On Approval

Requested (New):

Effective Date On Approval

Requested (Renewal):

Author(s): Myron Harry

Reviewer(s): Gayle Neuman (primary), Neetha Mamoottile, Caryn Carmean, Julie Rachford

Disposition Date: 03/04/2014

Disposition Status: Filed

Effective Date (New): 08/23/2013 Effective Date (Renewal): 08/23/2013

State Filing Description:

**ROUTED 7/2/13** 

State: Illinois Filing Company: National Union Fire Insurance Company of

Pittsburgh, Pa.

TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice

**Product Name:** Dentists Professional Liability Program 015106400288 **Project Name/Number:** Dentists Professional Liability Program /AIG-13-E0-06

### **General Information**

Project Name: Dentists Professional Liability Program Status of Filing in Domicile:

Project Number: AIG-13-EO-06 Domicile Status Comments: Filing being submitted

simultaneously on a Countrywide basis.

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 03/04/2014

State Status Changed: 02/07/2014 Deemer Date:

Created By: Myron Harry Submitted By: Myron Harry

Corresponding Filing Tracking Number:

### Filing Description:

National Union Fire Insurance Company of Pittsburgh, Pa. (the "Company") submits for your review and approval revised rates to be used with its Dentists Professional Liability Program. The current rates for this Program are on file with your Department under our filing no. CHS-11-EO-28 (SERFF Tracking Number AGNY- 128053598). This filing adjusts the Company's filed rates and class relativities to account for increases in the Company expense ratio and loss trend. Please be advised that the attached rating plan will replace the rating plan that is currently on file with your Department.

Please refer to the attached actuarial materials and blackline copy of the rate pages for information about the revisions included in this submission.

Your favorable consideration and approval are respectfully requested.

# **Company and Contact**

### **Filing Contact Information**

 Myron Harry,
 myron.harry@aig.com

 12 Metrotech, 27th Floor
 718-250-1771 [Phone]

 Brooklyn, NY 11201
 718-250-1779 [FAX]

### **Filing Company Information**

National Union Fire Insurance CoCode: 19445 State of Domicile: Company of Pittsburgh, Pa. Group Code: 12 Pennsylvania
175 Water Street Group Name: Company Type:
New York, NY 10038 FEIN Number: 25-0687550 State ID Number:

(212) 458-5000 ext. [Phone]

# **Filing Fees**

Fee Required? No Retaliatory? No

Fee Explanation:

# **State Specific**

State: Illinois Filing Company: National Union Fire Insurance Company of

TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice

**Product Name:** Dentists Professional Liability Program 015106400288 **Project Name/Number:** Dentists Professional Liability Program /AIG-13-EO-06

Refer to our checklists prior to submitting filing (http://www.idfpr.com/DOI/Prop\_Cas\_IS3\_Checklists/IS3\_Checklists.htm).: Acknowledged

Refer to our updated (04/06/2007) SERFF General Instructions prior to submitting filing. They have been updated to clarify what rates and rules are required to be filed as well as what rates and rules are not required to be filed. Also, the "Product Name" is the Filing Title and not the Project Number.: Acknowledged

NO RATES and/or RULES ARE REQUIRED TO BE FILED FOR LINES OF COVERAGE SUCH AS COMMERCIAL AUTO (except taxicabs), BURGLARY AND THEFT, GLASS, FIDELITY, SURETY, COMMERCIAL GENERAL LIABLITY, CROP HAIL, COMMERCIAL PROPERTY, DIRECTORS AND OFFICERS, ERRORS AND OMMISSIONS, COMMERCIAL MULTI PERIL just to mention a few. However, a Summary Sheet (RF-3) is required to be filed. Please refer to the State Specific Field below for what rates/rules are required to be filed and to our checklists for specific statutes, regulations, etc.:

http://insurance.illinois.gov/Prop\_Cas\_IS3\_Checklists/IS3\_Checklists.asp .: Acknowledged

Medical Malpractice rates/rules may now be submitted using SERFF effective January 1, 2012.: Acknowledged The only rates and/or rules that are required to be filed are Homeowners, Mobile Homeowners, Dwelling Fire and Allied Lines, Workers' Compensation, Liquor Liability, Private Passenger Automobiles, Taxicabs, Motorcycles and Group Inland Marine Insurance which only applies to insurance involving personal property owned by, being purchased by or pledged as collateral by individuals, and not used in any business, trade or profession per Regulation Part 2302 which says in part, "each company shall file with the Director of Insurance each rate, rule and minimum premium before it is used in the State of Illinois.":

When selecting a form filing type for a multiple form filing, use the dominant type from these choices: APP - application; CER - certificate; COF - coverage form; DPS - declaration page; END - endorsement; POJ - policy jacket; ORG - Companies adopting an Advisory or Rating Organization's filing. Example: If you are submitting a policy as well as endorsements, a declaration page and an application, you would select "POL" for policy.: N/A - Rates Filing

State: Illinois Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa.

TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice

Product Name:Dentists Professional Liability Program 015106400288Project Name/Number:Dentists Professional Liability Program /AIG-13-E0-06

# **Correspondence Summary**

**Dispositions** 

Status	Created By	Created On	Date Submitted
Filed	Gayle Neuman	03/04/2014	03/04/2014

## **Objection Letters and Response Letters**

Objection Letters Response Letters

Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Gayle Neuman	06/24/2013	06/24/2013	Myron Harry	07/01/2013	07/01/2013

**Amendments** 

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Implementing Filing	Myron Harry	08/23/2013	08/23/2013

**Filing Notes** 

Subject	Note Type	Created By	Created On	Date Submitted
Dentists Professional Liability Program - AIG-13-EO-06	Note To Reviewer	Myron Harry	03/04/2014	03/04/2014
effective date	Note To Filer	Gayle Neuman	03/04/2014	03/04/2014
Actuarial Review	Reviewer Note	Julie Rachford	03/03/2014	

State: Illinois Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa.

TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice

Product Name:Dentists Professional Liability Program 015106400288Project Name/Number:Dentists Professional Liability Program /AIG-13-E0-06

# **Disposition**

Disposition Date: 03/04/2014 Effective Date (New): 08/23/2013 Effective Date (Renewal): 08/23/2013

Status: Filed

Comment:

	Overall %	Overall %	Written Premium	<b>Number of Policy</b>	Written	Maximum %	Minimum %
Company	Indicated	Rate	Change for	<b>Holders Affected</b>	Premium for	Change	Change
Name:	Change:	Impact:	this Program:	for this Program:	this Program:	(where req'd):	(where req'd):
National Union Fire Insurance Company of Pittsburgh, Pa.	26.100%	9.300%	\$158,580	1,115	\$1,707,000	17.000%	7.000%

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Explanatory Memorandum		Yes
Supporting Document (revised)	Form RF3 - (Summary Sheet)		Yes
Supporting Document	Form RF3 - (Summary Sheet)		Yes
Supporting Document	Certification		Yes
Supporting Document	Request to Maintain Data as Trade Secret Information		Yes
Supporting Document	Manual		Yes
Supporting Document	Marked-up copies of Rating Plans		Yes
Supporting Document	Implementing Filing		Yes
Rate	IL Rate Plan (5-2013)		Yes
Rate	IL Rating Rules (5-2013)		Yes

State: Illinois Filing Company: National Union Fire Insurance Company of

11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice

Pittsburgh, Pa.

**Product Name:** Dentists Professional Liability Program 015106400288 **Project Name/Number:** Dentists Professional Liability Program /AIG-13-E0-06

**Objection Letter** 

TOI/Sub-TOI:

Objection Letter Status Pending Industry Response

Objection Letter Date 06/24/2013
Submitted Date 06/24/2013
Respond By Date 07/01/2013

Dear Myron Harry,

### Introduction:

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

Please indicate if your company has a plan for the gathering of statistics or the reporting of statistics to statistical agencies? If yes, what stat agency is being used?

The RF-3 should indicate the company official and their title. This increase should be listed on line 15. Other. Please add to the RF-3 that it applies to dentists. An effective date should be provided at the top where you have indicated "\$158,580".

### Conclusion:

Sign up to get e-mail notification for updates to the Department's website. http://insurance.illinois.gov/RSS/

Please refer to the appropriate Property Casualty IS3 Review Requirements Checklist before submitting any filing. The checklists are available at the Department's Web site or at the following link:

http://insurance.illinois.gov/Prop\_Cas\_IS3\_Checklists/IS3\_Checklists.asp

Please submit compliant form(s) no later than the date shown above or the entire filing may be disapproved. Please be advised that when the Director disapproves the form(s) you must immediately cease using the form(s) in Illinois.

Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,

Gayle Neuman

State: Illinois Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa.

TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice

Product Name:Dentists Professional Liability Program 015106400288Project Name/Number:Dentists Professional Liability Program /AIG-13-E0-06

## **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 07/01/2013 Submitted Date 07/01/2013

Dear Gayle Neuman,

### Introduction:

In response to your comment letter dated June 24, 2013, we offer the following:

### Response 1

### Comments:

1. Yes, our statistical agency is ISO.

Please refer to the attached revised RF-3 Form.

### Changed Items:

Supporting Document Schedule Item Changes			
Satisfied - Item:	Form RF3 - (Summary Sheet)		
Comments:	attached please find revised Illinois Form RF-3.		
Attachment(s):	IL Form RF-3 (5).pdf		
Previous Version			
Satisfied - Item:	Form RF3 - (Summary Sheet)		
Comments:	Attached please find Illinois Form RF-3.		
Attachment(s):	IL Form RF-3.pdf		

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

### Conclusion:

Sincerely,

Myron Harry

State: Illinois Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa.

TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice

Product Name:Dentists Professional Liability Program 015106400288Project Name/Number:Dentists Professional Liability Program /AIG-13-E0-06

# **Amendment Letter**

Submitted Date: 08/23/2013

Comments: Ms. Neuman.

Attached please find cover letter implementing this filing.

Changed Items:

No Form Schedule Items Changed.

No Rate Schedule Items Changed.

Supporting Document Schedule Item Changes		
Satisfied - Item:	Implementing Filing	
Comments:	Attached please find cover letter implementing this filing.	
Attachment(s): Cover Letter - Implementing Program (4).pdf		

State: Illinois Filing Company: National Union Fire Insurance Company of

TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice

**Product Name:** Dentists Professional Liability Program 015106400288 **Project Name/Number:** Dentists Professional Liability Program /AIG-13-E0-06

## **Note To Reviewer**

Created By:

Myron Harry on 03/04/2014 08:22 AM

Last Edited By:

Gayle Neuman

**Submitted On:** 

03/04/2014 08:41 AM

Subject:

Dentists Professional Liability Program - AIG-13-EO-06

**Comments:** 

Ms. Neuman,

In response to your request dated March 4, 2013, please be advised that we have implemented this filing effective as of August 23, 2013. If possible, could we have an effective date of August 23, 2013? Thank you.

Myron Harry

State: Illinois Filing Company: National Union Fire Insurance Company of

TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice

**Product Name:** Dentists Professional Liability Program 015106400288 **Project Name/Number:** Dentists Professional Liability Program /AIG-13-EO-06

## **Note To Filer**

Created By:

Gayle Neuman on 03/04/2014 08:01 AM

Last Edited By:

Gayle Neuman

**Submitted On:** 

03/04/2014 08:41 AM

Subject:

effective date

### Comments:

The Department of Insurance has now completed its review of this filing. You previously requested the filing be effective upon approval. What effective date do you wish to utilize? Your prompt response is appreciated.

State: Illinois Filing Company: National Union Fire Insurance Company of

Pittsburgh, Pa.

TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice

**Product Name:** Dentists Professional Liability Program 015106400288 **Project Name/Number:** Dentists Professional Liability Program /AIG-13-E0-06

### **Reviewer Note**

Created By:

Julie Rachford on 03/03/2014 03:00 PM

Last Edited By:

Gayle Neuman

**Submitted On:** 

03/04/2014 08:41 AM

Subject:

**Actuarial Review** 

**Comments:** 

Actuarial review complete.

State: Illinois Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa.

TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice

Product Name:Dentists Professional Liability Program 015106400288Project Name/Number:Dentists Professional Liability Program /AIG-13-E0-06

## **Rate Information**

Rate data applies to filing.

Filing Method:

Rate Change Type: Increase
Overall Percentage of Last Rate Revision: 7.000%

Effective Date of Last Rate Revision: 05/31/2012

Filing Method of Last Filing:

## **Company Rate Information**

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	Number of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
National Union Fire Insurance Company of Pittsburgh, Pa.	26.100%	9.300%	\$158,580	1,115	\$1,707,000	17.000%	7.000%

 SERFF Tracking #:
 AGNY-129071250
 State Tracking #:
 AGNY-129071250
 Company Tracking #:
 AIG-13-EO-06

State: Illinois Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa.

TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice

Product Name:Dentists Professional Liability Program 015106400288Project Name/Number:Dentists Professional Liability Program /AIG-13-E0-06

## Rate/Rule Schedule

Item	Schedule Item				Previous State	
No.	Status	Exhibit Name	Rule # or Page #	Rate Action	Filing Number	Attachments
1		IL Rate Plan (5-2013)	Pages 1 - 5	Replacement	AGNY-128053598	IL Rate Plan (5-2013).pdf
2		IL Rating Rules (5-2013)	Pages 1 - 5	Replacement	AGNY-128053598	IL Rating-Rules (5-2013).pdf

### NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA DENTAL PROFESSIONAL LIABILITY RATE PLAN ILLINOIS

### PROFESSIONAL LIABILITY MATURE CLAIMS MADE BASE PREMIUMS

Limit of Liability	Base Premiur
\$1,000,000 each claim / \$3,000,000 aggregate	
Territory 1: Cook County	\$1,756
Territory 2: Remainder of State	\$1,095

### A. CLASS PLAN RELATIVITY FACTORS

Class	Factor
1	1.000
2	1.250
3	1.650
4	2.770
5	8.000

### B. CLASS PLAN DESCRIPTIONS

### Class 1 DENTAL CLASS I - NON-INVASIVE OR MINIMALLY INVASIVE PROCEDURES AND SELECT SPECIALTIES Specialists:

Endodontist

Orthodontist (simple extractions up to 25% of procedures)

Public Health Dentist

Periodontist (surgical placement of implants up to 25% of procedures)

Prosthodontist (surgical placement of implants up to 25% of procedures)

Pediatric Dentist

Oral Pathologist

General Dentists performing the following procedures:

Diagnostic

Preventative

Restorative

Non-surgical TMJ treatments - mouth guards and splints

Cosmetic whitening, veneers

Restorative Implants up to 15% of practice (based on number of procedures)

Endodontia - up to 25% of practice (based on number of procedures)

Prosthodontia - up to 25% of practice (based on number of procedures)

Periodontia - up to 25% of practice (based on number of procedures) excluding surgical implants

Oral surgery (up to 25% of total practice, based on number or procedures; simple

extractions only, no full bony or partial bony impactions)

This classification applies to all DDS's or DMD's who are Board Eligible or Certified Specialists in above areas; or are General Practitioners and who use local, nitrous oxide or oral conscious sedation. This classification also applies to all dentists who provide services to patients who have been administered deep sedation or general anesthesia in their office, or in a hospital, or surgi-center by an MD / nurse anesthetist, dentist anesthetist, or oral surgeon not in their employ.

### Class 2 DENTAL PROCEDURES LEVEL II & SPECIALIZED AREAS OF PRACTICE/PROCEDURES:

Applies to all General Dentists:

With greater than 25% of practice (in any one category) in the specialty areas of Prosthodontics and/or Endodontics, surgical Periodontal procedures, Orthodontics or oral surgery (simple extractions only, no extractions of full or partial bony impacted teeth).

For classification purposes all dentists whose procedures exceed 25% or more in the above specialized areas of practice will be rated under this classification.

### Class 3 DENTAL PROCEDURES LEVEL III & SPECIALIZED AREAS OF PRACTICE/PROCEDURES:

Applies to all Specialists (except Oral Surgeons) and General Dentists:

Extractions of full or partial bony impacted teeth

Applies to all General Dentists:

Implant restorations that exceed 15% of the total practice or any % of surgical implants

This classification applies to all General Dentists DDS's or DMD's whose practice specializes in providing implants. For classification purposes all insureds that treat 15% or more of their patients for implants will be rated under this classification.

### Class 4 ANESTHESIA CLASS

Anesthesia:

I.V. Conscious Sedation

I.M. Conscious Sedation

Sub-cutaneous Conscious sedation

Anesthesia: This classification contemplated the insured dentist administering the sedation and performing the dental procedure.

### Class 5 ORAL & MAXILLOFACIAL SURGEONS AND DENTIST ANESTHESIOLOGISTS

Anesthesia:

In-Office Includes General Anesthesia

This classification applies to all Oral Surgeons and Dental Anesthesiologists. This classification would also apply to any DDS or DMD who administer and treat patients under deep sedation to an unconscious state, deep sedation, or general anesthesia in their office. Proof of their education, training and/or license/permit would need to be secured prior to proceeding.

### 3. POLICY TYPE FACTORS

A.	Claims Made Year	Factor
	Year 1	0.336
	Year 2	0.567
	Year 3	0.797
	Year 4	1.000
	Year 5	1.000
В.	Occurrence	1.100

### 4. INCREASED LIMIT FACTORS

Increased Limit	Factor
\$100,000 / \$300,000	0.782
\$200,000 / \$600,000	0.890
\$500,000 / \$1,500,000	0.946
\$1,000,000 / \$3,000,000	1.000
\$2,000,000 / \$4,000,000	1.100
\$2,000,000 / \$6,000,000	1.150
\$3,000,000 / \$3,000,000	1.200
\$3,000,000 / \$6,000,000	1.250
\$4,000,000 / \$6,000,000	1.300
\$5,000,000 / \$5,000,000	1.325
\$5,000,000 / \$6,000,000	1.350

### 5 DEDUCTIBLES

The following deductibles may be offered on a per occurrence basis only for Professional Liability.

The credit will be applied to the base rate, i.e., Manual Premium = [(Base Rate x ILF) - (Base Rate X Deductible Credit)]

DEDUCTIBLE

CREDIT

EDUCTIBLE	CREDI	
\$0	0.00	
\$1,000	0.05	
\$2,500	0.10	
\$5,000	0.19	
\$10,000	0.30	

### 6 EXTENDED REPORTING PERIOD FACTORS

D REPORTING PERIOD FACTORS		
Number of Years of Prior Acts	Factor to be Multiplied by the Mature Claims Made Premium	
1 Year	0.80	
2 Year	1.20	
3 Year	1.45	
4 Year	1.60	
5 OR MORE YEARS	1.80	

### 7 NEW DENTIST DISCOUNT FACTORS

Years in Practice	Factor
First Year	0.25
Second	0.60
Third Year	0.80

05-2013 2

### PART TIME DENTIST DISCOUNT FACTOR

Number of Hours in Practice	Factor
10 hours or less per week	0.25
20 hours or less per week	0.50
21 hours or more per week	1.00

### FACULTY DISCOUNT FACTORS

	Appointment Status	Factor
	Full-Time	0.70
	Half-Time	0.80
	Part-Time	0.90
	Zero-Time	1.00
10	WAIVER OF CONSENT DISCOUNT FACTOR	0.90

### 11 RISK MANAGEMENT EDUCATION FACTOR

### 12 CLAIM FREE CREDIT DISCOUNT FACTORS

Years	Factor
10 + years claim free	0.90
9 years claim free	0.91
8 years claim free	0.92
7 years claim free	0.93
6 years claim free	0.94
5 years claim free	0.95
4 years claim free	0.96
3 years claim free	0.97
2 years claim free	0.98
1 years claim free	0.99

0.90

### 13 CLAIMS EXPERIENCE DEBIT

### TOTAL OF ALL CLAIMS AMOUNT

	1 loss	2 losses	3 losses	4 losses
\$0 - \$3,000	1.00	1.10	1.15	1.20
\$3,001 - \$10,000	1.10	1.15	1.20	1.25
\$10,001 - \$20,000	1.15	1.20	1.25	1.30
\$20,001 - \$30,000	1.20	1.25	1.30	1.35
\$30,001 - \$40,000	1.25	1.30	1.35	1.40
\$40,001 +	1.30	1.35	1.40	1.50

### INDIVIDUAL RISK PREMIUM MODIFICATIONS

INDIVIDUAL RISK PREMIUM MODIFICATIONS			
		Range of Modifications	
	Credits		Debits
Operational controls and procedure mix,	10%		25%
such as but not limited to mandatory referrals			
for extractions, use of consent forms, internal			
documentation practices, implant procedures and			
laser use, and extraction of impacted third molars.			
Practice Characteristics, such as but not limited to	10%		25%
single v. multiple locations, degree of severity			
presented by area of specialization, volume of patient			
traffic, number of years of patient experience.			
Loss Control procedures, such as but not limited to	10%		25%
training and retraining of all employees on the safest way			
to do their job; promoting safety awareness; conducting			
frequent safety inspections of all work areas; having an			
office safety program; using proper sterilization techniques			
to ensure environmental is free from the possibility of			
contamination from blood-borne pathogens.			
Claim peculiarities, such as but not limited to who was	10%		25%
responsible for the loss (Insured Dentist,			
Employee of Insured Dentists, Partner, Independent			
Contractor- this is for the respondent superior or indemnity			
exposures); frequency or lack of administrative actions such			
as peer review, office of professional discipline or dental board			
complaints; frequency or lack of claims for return of fees			

Maximum Debit/Credit=25%

### ADDITIONAL INSUREDS PREMIUM CHARGE FACTOR

	Factor
10% Premium Charge	1.10

### BOARD EXAMINATION COVERAGE PREMIUM CHARGE

Premium Charge for a Limit of Liability of \$1,000,000 per occurrence / \$20 \$3,000,000 aggregate

### MEDICAL WASTE DEFENSE EXPENSES REIMBURSEMENT COVERAGE

Premium Charge for a Limit of Liability of \$50,000 per occurrence / \$50 \$50,000 aggregate

### DISABILITY OR LEAVE OF ABSENCE

Factor 75% Premium Discount 0.25

### ACADEMY OF GENERAL DENTISTRY MEMBERSHIP (AGD)

Academy of General Dentistry Membership - Members in good standing who have completed the following requirements are eligible for membership credit.

Application Requirements:

Credit Membership Maintenance - Members must earn 75 hours of continuing der during their 3 year review period.

Recent graduates have 5 years to complete.

Fellowship Award Requirements - Fellowship requires 5 continuous years 15% months of membership in AGD, plus 500 hours of approved continuing education credit (at least 350 of which is earned in course attendance).

Accepted activities for Fellowship credits are:

Scientific Programs

Postgraduate Education

Federal Dental Service Specialty Rotation Programs

Self-Instruction Programs

Self-Improvement AGD approved courses

### ACADEMY OF GENERAL DENTISTRY MEMBERSHIP CONTINUED

Membership Award Requirements - Mastership requires Fellowship status 20% completion of 600 credit hours of approved continuing education in each of 16 separate

Myofascial Pain Dysfunction / Occlusion

Operative Dentistry

Periodontics

Fixed Prosthodontics

Removable Prosthodontics

Endodontics

Oral & Maxillofacial Surgery

Orthodontics

Pediatric Dentistry

Basic Sciences

Oral Medicine / Oral Diagnosis Practice Management

Electives

Implants

Special Patient Care

### AMERICAN DENTAL ASSOCIATION MEMBER CREDIT 21.

A credit of 5% will be applied to each dentist who is a member of the American Dental Association.

### GROUP DISCOUNTS

A single group practice policy issued to two or more dentists is eligible for a premium discounts based upon the total number of dentists and oral surgeons within the group. This discount is based on the size of the group to reflect the lower acquisition costs, reduces administrative expenses (including billing and collection) and the potential savings due to lower losses. (Group Practice appears to reduce losses due to internal risk management and other control and quality factors inherent in the group.) The following discounts are applicable:

Group Size	Premium Cred
2 - 5 Dentists	5%
6 - 10 Dentists	10%
11 - 25 Dentists	15%
> 25 Dentists	20%

### II. COVERAGE OPTIONS:

### Dentist Liability Package Policy

The Dentist Liability Package Policy will include all coverages I, II, III, IV, V, VI and VII. The charge of the additional coverage may be purchased for an additional 11%. The annual Professional Liability Premium will be multiplied by 1.11.

### **Employment Practices Liability - increased limits**

Coverage V, Employment Practices Liability limits may be increased to \$25,000 each claim / \$25,000 aggregate for an additional premium charge of \$130. Additional increased limits are available - see below.

The applicable flat rate in the following table shall be applied to each Named Insured policy based on the number of employees: The rates shown are the total amounts charged for the limits shown. The limits shown are on a per occurrence / aggregate

Limits of Liability\*

Number of	\$100,000 /	\$250,000 /	\$500,000 /	\$750,000 /
Employees*	\$100,000	\$250,000	\$500,000	\$750,000
1-3	\$268	\$360	\$451	\$494
4	\$358	\$480	\$601	\$659
5	\$447	\$600	\$752	\$823
6	\$537	\$720	\$902	\$988
7	\$626	\$839	\$1,052	\$1,153
8	\$716	\$959	\$1,203	\$1,317
9	\$805	\$1,079	\$1,353	\$1,482

<sup>\*</sup>A mandatory deductible of \$2,500 applies to the above coverage

### ERISA Fiduciary Liability Coverage

Coverage is available as follows: Limit of Liability Premiu Premium \$100,000 / \$100,000

### Organization / Entity Coverage

Organization / Entity Coverage

Coverage can be provided for Dental Practitioner Group Partnerships, Corporations or Professional Associations for liability arising from the practice of dentistry by member dental providers and allied practitioners.

There is no additional charge to have coverage sharing in the limits of liability with the Named Insured. A charge of 10% of the total premium (all Named Insureds) will be added if a separate limit of liability is purchased.

Billing Errors & Omissions Coverage Coverage is available as follows: Limits of Liability Premium \$25,000 \$100

# Corporate Identity Protection Coverage Coverage is available as follows:

Limits of Liability* Premium	
\$10,000 \$100	
a. Personal Identity Liability Sublimit for all personal identity events	\$10,000
b. Administrative Action Sublimit for all adminstrative expenses	\$10,000
c. Identity Event Services Sublimit for all notification costs, crisis expenses and post event services	\$10,000
Limits of Liability* Premium	
\$25,000 \$150	
a. Personal Identity Liability Sublimit for all personal identity events	\$25,000
b. Administrative Action Sublimit for all administrative expenses	\$25,000
c. Identity Event Services Sublimit for all notification costs, crisis expenses and post event services	\$25,000
Limits of Liability* Premium	
\$50,000 \$300	
a. Personal Identity Liability Sublimit for all personal identity events	\$50,000
b. Administrative Action Sublimit for all administrative expenses	\$50,000
c. Identity Event Services Sublimit for all notification costs, crisis expenses and post event services	\$50,000
Limits of Liability* Premium	
\$100,000 \$600	
a. Personal Identity Liability Sublimit for all personal identity events	\$100,000
b. Administrative Action Sublimit for all administrative expenses	\$100,000
c. Identity Event Services Sublimit for all notification costs, crisis expenses and post event services	\$100,000

 $<sup>\</sup>ensuremath{^{*}}$  Retention of \$500 is mandatory for each personal identity event.

<sup>\*\*10</sup> or more employees - please refer to Company

## NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA DENTAL PROFESSIONAL LIABILITY **RATING RULES ILLINOIS**

### I. COVERAGES AVAILABLE:

Option I. Dental Professional Liability (Monoline Professional Liability)

Coverage Type Claims - Made or Occurrence Mandatory minimum coverage

The following coverages will be included in the Professional Liability Coverage at no additional charge:

Coverage Limit of Liability Medical Payments Coverage \$10,000 Administrative Hearing \$50,000

Limited Health Insurance Portability and Accountability Act \$25,000

("HIPAA") Defense Only Coverage

### Option II. Dental Professional Package:

The following coverages are available:

Coverage:		Coverage Type
I.	Dentists Professional Liability	Claims - Made or Occurrence
II.	Dentists General Liability	Occurrence
	a. Premises, Products / Completed Operations	
	b. Medical Payments - \$10,000 / \$10,000	
III.	Non-owned & Hired Auto Liability	Occurrence
IV.	Employee Benefits Administration Liability	Occurrence
V.	Employment Practices Liability - \$5,000 / \$5,000	Claims - Made
VI.	Medical Waste Legal Reimbursement - \$50,000 / \$50,000	Claims - Made or Occurrence
VII.	Billing Errors & Omissions - \$2500/\$2500	Claims - Made

Billing Errors & Omissions - \$2500/\$2500 The following limits of liability are available on a per occurrence / aggregate basis as listed below:

	Coverage I	Coverage II, III & IV	Coverage V	Coverage VI	Coverage VII
	Professional	GL, Hired & NO,	Employment	Medical Waste	Billing Errors
	Liability only	Employee Benefits	Practices	Legal	& Ommissions
A.	\$100,000 / \$300,000	\$100,000 / \$300,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
В.	\$200,000 / \$600,000	\$200,000 / \$600,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
C.	\$500,000 / \$1,500,000	\$500,000 / \$1,500,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
D.	\$1,000,000 / \$3,000,000	\$1,000,000 / \$3,000,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
E.	\$2,000,000 / \$4,000,000	\$2,000,000 / \$4,000,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
F.	\$2,000,000 / \$6,000,000	\$2,000,000 / \$4,000,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
G.	\$3,000,000 / \$3,000,000	\$2,000,000 / \$4,000,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
H.	\$3,000,000 / \$6,000,000	\$2,000,000 / \$4,000,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
I.	\$4,000,000 / \$6,000,000	\$2,000,000 / \$4,000,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
J.	\$5,000,000 / \$5,000,000	\$2,000,000 / \$4,000,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
K.	\$5,000,000 / \$6,000,000	\$2,000,000 / \$4,000,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500

Coverages II - VII must be purchased as a package. They are not available on a stand alone basis. Only coverage I Dental Professional Liability is available on a monoline basis. Coverage VI and VII may be added separately to a mono line Dental Professional Liability Policy.

Coverage II Dentists General Liability, Coverage III Non-owned & Hired Auto Liability and Coverage IV Employee Benefits Administration Liability limits must be equal to the limits of liability listed in the table above for the option selected by the insured.

Coverage VI, Medical Waste Legal Reimbursement limits may not be increased under this program.

Coverage VII, Billing Errors & Omissions may be increased to \$25,000 for an additional payment of \$100.

### II. GENERAL RULES

### PREMIUM BASE

Both occurrence and claims made rates apply on a per Dentist basis for Professional Liability

Policies will be written for a term of one year and renewed annually thereafter, subject to underwriting review.

### 3 PREMIUM COMPUTATION

- A. Compute the premium using the rates in effect at the time of policy issuance.
- B. Pro-rate the premium when policy is issued for other than one year.
- C. Premiums are calculated as specified for the respective coverage. Rounding to the nearest whole dollar amount (i.e. .50 and great rounds up; .49 and below rounds down) is done after the computation of the final premium.
- D. Individual Risk Premium Modifications will be added together and applied as one modification to the premium. All other factors will be multiplied against the base premium.

### 4 ADDITIONAL PREMIUM CHARGES

- A. Pro-rate all changes requiring additional premium.
- B. Apply the rates and rules in effect on the effective date of the change.
- C. Waive additional premium of \$20.00 or less. The waiver only applies to cash exchange due on an endorsement effective date.

### 5 RETURN PREMIUM CHARGES

- A. Deletion of a mandatory coverage is not permitted unless the entire policy is canceled.
- B. Compute return premium at the rate used to calculate the policy premium.
- C. Compute return premium pro rata when any coverage or exposure is deleted or an amount of insurance is reduced.
- D. Waive return premium of \$20.00 or less. Grant any return premium if requested by the Insured. This waiver only applies to cash exchanges due on the endorsement effective date.

### 6 POLICY CANCELLATION

- A. Compute return premium pro rata when:
  - 1 A policy is canceled at the Company's request.
  - 2 The Insured no longer has a financial or an insurable interest in the subject of insurance.
  - 3 A policy is canceled and rewritten in the same Company or Company Group.
  - 4 A policy is canceled due to death, disability or retirement.
- B. If cancellation is for any other reason than stated in A. above; compute the return premium at .90 of the pro rata unearned premium for the one-year period.
- C. Retain the Policy Writing Minimum Earned Premium when the Insured requests cancellation except when a policy is canceled as of the inception date. In the event of a cancellation, the minimum premium will be considered to be the annual premium charge with cancellation premium subject to the policy writing minimum earned premium. The policy writing minimum earned premium shall be \$250.00 per annual or lesser period, unless otherwise specified for the respective coverage.

### 7 LOCATION OF PRACTICE

The rates as shown in this manual contemplate the exposure as being derived from professional practice within the state and territory. An exception will be allowed for dentists who have a multi-state or multi-territory exposure. We will charge the rate of the state or territory in which the dentist has a majority of his / her practice.

### 8 MAXIMUM CREDITS ALLOWABLE

The maximum amount of credits to be applied may not exceed 60% for each scheduled dentist. The maximum does not include: Waiver of consent, deductible factors, decreased limit factors, and claims made step factors.

### 9 TERMINATION OF COVERAGE (CLAIMS MADE COVERAGE ONLY)

Within thirty (30) days after the termination of coverage, as defined below, the Company will advise the Named Insured in writing of the automatic Extended Reporting Period coverage and the availability of, the premium for, and the importance of purchasing additional Extended Reporting Period coverage.

The Named Insured shall have the greater of sixty (60) days from the effective date of termination of coverage, or thirty (30) days from the date of mailing or delivery of such notice, to submit to the Company written acceptance of the Extended Reporting Period Coverage.

Termination of Coverage, whether made by the Company or the Named Insured at any time, means either (1) cancellation or non-renewal of a policy, or (2) decrease in limits, reduction of coverage, increased deductible or self insured retention, new exclusion or any other change in coverage less favorable to the Insured.

### 10 EXTENDED REPORTING PERIOD COVERAGE (CLAIMS MADE COVERAGE ONLY)

The availability of Extended Reporting Period coverage shall be governed by the following rules, subject to underwriting approval.

- A. The available limits of liability shall not exceed those afforded under the current policy.
- B. In the event of termination of coverage, as defined above, the Insured may purchase this coverage by giving the Company written notice, within sixty (60) days of such termination of coverage, or thirty (30) days from the date of mailing or delivery of such notice, of its intent to purchase, and by paying the appropriate premium.
- C. Extended Reporting Period premiums shall be calculated upon the rates and premiums in effect at the beginning of the policy period.
- D. The Extended Reporting Period coverage shall be reinstated to 100% of the aggregate expiring limits.
- E. There will be no charge for Extended Reporting Period coverage if the Insured:
  - 1 Dies, or
  - 2 Becomes totally and permanently disabled Disability shall mean the total and permanent disability from the practice of clinical dentistry for a period of six consecutive months without expectation of recovery. The disability or death must result from sickness or accidental bodily injury and be confirmed in writing by an independent attending physician.
  - 3 Fully retires at age 50 or more and has been insured under an affiliate Company for at least 5 years. If not insured for 5 years, a credit of one fifth of the otherwise applicable Extended Reporting Period Endorsement premium will be applied to each full annual period the insured has consecutively been insured with the Company.
- F. The Extended Reporting Period shall be Unlimited.
- G. All Insureds previously covered through Fireman's Fund Insurance will be grandfathered into the current program.
- H. Extended Reporting Coverage is available for ERISA Fiduciary Coverage. A factor of .75 will apply to the rate.
- I. Extended Reporting Coverage is available for Employment Practices Liability increased limits. A factor of .75 will apply to the rate.
- J. After the Extended Reporting Period coverage has been paid, it cannot be cancelled for any reason.

### III. COVERAGE RULES

### 1 NEW DENTIST DISCOUNT

A discount will be applied to premium for New Dentists in years 1 through 3 of practice that meet the following criteria:

Year 1: A newly graduated dentist shall be defined as a dentist who has completed training in dentistry from a domestic accredited university or dental college within the previous twelve months or the experienced military dentist who within 6 months of honorable discharge or a foreign graduate with a 2 year program from an accredited U.S. dental school, and will be joining a dental group or opening a private practice, and for whom this is the first professional liability insurance coverage provided other than that for Dental Examinations.

Years 2 or 3: The Dentist is in his or her second or third year of post graduate practice as defined above.

### 2 PART TIME DENTIST

This discount shall apply to any dentist who works twenty (20) hours or less per week or less than an aggregate of 1,050 hours during the term of an annual policy.

The part time discount is not applied to the Extended Reporting Period Endorsement unless the part time practice did not exceed an average of 1,050 hours per year over the previous five consecutive policy years.

### 3 FACULTY DENTIST

A faculty discount shall be applied to those dentists who are faculty members of an accredited dental school. The amount of the discount will be based on the hours spent teaching at the facility as defined below:

Full Time - 32 hours or more per week Half Time - 16 to 31 hours per week Part Time - 15 hours or less per week

### 4 WAIVER OF CONSENT

A premium discount shall be applied when the insured has waived the consent provision of the Coverage Agreements. This modification can not be added to a policy mid-term.

### 5 RISK MANAGEMENT EDUCATION

A premium discount shall be applied to those dentist who participate in an approved risk management program. Approved Risk management programs include but are not limited to completed risk management workshops, seminars, self-study, state dental society courses, accredited national organization courses, and courses completed from a previous employer.

### 6 CLAIM EXPERIENCE

Claim Free Credit:

A premium discount will be applied to those dentists who have been without a chargeable loss based on the claim history of an individual dentist over the proceeding five-year period. A chargeable loss is determined by adding all loss payments, outstanding reserves and loss adjustment expenses.

All insured previously covered through Fireman's Fund Insurance will be grandfathered into the current program.

### Claim Experience Debit:

Based on the claim history of an individual dentist over the proceeding five year period, a debit, based on a chargeable loss, shall be applied to the dentist's rate. A chargeable loss is determined by adding all loss payments, outstanding reserves and loss adjustment expenses.

Debits will be adjusted each year, dependent upon annual review of claims experience.

### 7 INDIVIDUAL RISK PREMIUM MODIFICATIONS

Individual risk premium modification (IRPM) factors may be applied to reflect account characteristics not otherwise addressed. IRPM's are based on operational controls and procedure mix; practice characteristics; loss control procedures; and claim peculiarities. The total IRPM shall not exceed + or - 25%.

### 8 POLICY CHANGE ENDORSEMENT

The "Policy Change Endorsement" will be used to correct errors or mistakes on the Declarations page.

### 9 ADDITIONAL INSUREDS

The "Additional Insured Endorsement" will be used to add additional insured to the policy.

### 10 BOARD EXAMINATION COVERAGE

Coverage can be restricted and provided only for students taking Board Examinations through an accredited institution, or for individuals (not students) who sit for Board Examinations and are candidates for certification and / or licensing as a dentist. This coverage can also be utilized for dentists interviewing prior to employment.

Coverage is to be written on a separate policy as follows:

A. On an occurrence basis only;

B. Limits of Liability shall be \$1,000,000 each claim and \$3,000,000 aggregate; and

C. The policy period will not exceed one year from the effective date.

### 11 MEDICAL WASTE DEFENSE EXPENSES REIMBURSEMENT COVERAGE

Optional coverage for Medical Waste Defense Expenses Reimbursement Coverage is available with limits of \$50,000 applicable to defense costs only.

### 12 LOCUM TENENS

Coverage for a substitute dentist (120 day maximum per policy year). Prior approval required. Locum Tenens dentists are subject to all applicable underwriting guidelines.

### 13 MILITARY SERVICE

This rule shall apply to an Insured who is called into active military service.

The policy coverage for the affected individual will continue for those Dental Incidents arising before military service began, with all other policy coverages suspended for the duration of the dentist's military service including payment of premium.

At the time private practice is resumed, the coverage and premium payment will begin with the policy's expiration date adjusted in order to reflect the duration of the individual's intervening military service. The claims made step factor that was applicable at the time of suspension will be the one in effect at the time of coverage resumption.

The Insured must provide the Company with a copy of the affected individual's military papers showing the date in which active duty is to begin. The "Military Suspension Endorsement" will be used to suspend policy coverage.

### 14 DISABILITY OR LEAVE OF ABSENCE

In contemplation of a reduction in exposure, and for a period of at least 45 days and no greater than 180 days, insured dentists shall be eligible for a "disability and / or leave of absence" premium reduction for the disability or absence period. "Disability or leave of absence" is defined as an injury, disease, medical condition or continuing education sabbatical that prevents an insured dentist from engaging in the practice of dentistry, other than in an emergency situation. This will apply retroactively to the first day of disability or leave of absence.

05-2013 4

### 15 QUARTERLY INSTALLMENT PLAN

The charge for premium installments shall be the lesser of one percent (1%) of the total premium or \$25.00 per installment. There will be no interest charges on installment payments. Any additional premium resulting from changes to the policy will be spread equally over the remaining installments, if any. If there are no remaining installments, additional premium resulting from changes to the policy will be billed immediately as a separate transaction.

First Quarter 40% Second Quarter 20% Third Quarter 20% Fourth Quarter 20%

05-2013 5

State: Illinois Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa.

TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice

Product Name:Dentists Professional Liability Program 015106400288Project Name/Number:Dentists Professional Liability Program /AIG-13-E0-06

# **Supporting Document Schedules**

Satisfied - Item:	Explanatory Memorandum
Comments:	Attached please find an Explanatory Memorandum and Exhibits.
Attachment(s):	IL-Dental PL-Actuarial Exs-06-2013.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Form RF3 - (Summary Sheet)
Comments:	Attached please find revised Illinois Form RF-3.
Attachment(s):	IL Form RF-3 (5).pdf
Item Status:	
Status Date:	
Satisfied - Item:	Certification
Comments:	Attached please find an Illinois Certification.
Attachment(s):	IL Certification.pdf
Item Status:	
Status Date:	
Bypassed - Item:	Request to Maintain Data as Trade Secret Information
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	
Satisfied - Item:	Manual
Comments:	Rating Rules attached under the Rate/Rule Schedule.
Attachment(s):	
Item Status:	
Status Date:	
Satisfied - Item:	Marked-up copies of Rating Plans
Comments:	Attached please find marked-up copies of Rating Plans.
Attachment(s):	IL Rate Plan (Marked copy).pdf IL Rating-Rules (Marked copy).pdf
Item Status:	

SERFF Tracking #:	AGNY-129071250	State Tracking #:	AGNY-129071250	Company Tracking #:	AIG-13-EO-06	
State:	Illinois		Filing Company:	National Union Fire	Insurance Company of Pittsburgh, Pa.	

11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice

Product Name:Dentists Professional Liability Program 015106400288Project Name/Number:Dentists Professional Liability Program /AIG-13-E0-06

TOI/Sub-TOI:

Status Date:	
Satisfied - Item:	Implementing Filing
Comments:	Attached please find cover letter implementing this filing.
Attachment(s):	Cover Letter - Implementing Program (4).pdf
Item Status:	
Status Date:	

# National Union Fire Insurance Company of Pittsburgh, Pa. Dental Professional Liability

# Explanatory Memorandum ILLINOIS

The above captioned company is proposing to increase the base rates for Dental Professional Liability by 7.0%. The company is also proposing a 10.0% increase to the Class 3 relativity factor. These changes result in a proposed overall rate increase of 9.3%.

### Exhibit 1: CALCULATION OF INDICATED BASE RATE LEVEL CHANGE

Ultimate developed, trended and on-level results are shown for countrywide and state loss experience for this program. Countrywide and state earned premiums have been adjusted to each state's present rate level by using the standard parallelogram method. Incurred Losses and Lae are trended to one year past the proposed effective date, in order to reflect changes in frequency and severity subsequent to the experience period. The indicated rate level change is based on a comparison of the credibility weighted loss ratio to the expected loss ratio. An offset for investment income is applied to the calculation of the target profit & contingency. The calculation of profit is based on the company's target rate of return of 11%.

### Exhibit 1A: CALCULATION OF INDICATED CLASS 3 RELATIVITY CHANGE

Ultimate developed, trended and on-level results are shown for Class 1 and Class 3 countrywide loss experience for this program. Class 1 and Class 3 countrywide earned premiums have been adjusted to each state's present rate level by using an implied on-level factor from the total program experience. Incurred Losses and Lae are trended to one year past the proposed effective date, in order to reflect changes in frequency and severity subsequent to the experience period. The indicated relativity change is based on a comparison of the weighted Class 3 loss ratio to the weighted Class 1 loss ratio.

### Exhibit 2: DEVELOPMENT OF REPORTED INCURRED LOSS AND LAE TO ULTIMATE

Countrywide and state calculation of ultimate loss and LAE ratios are shown for the most recent five years. Ratios are based on calendar year earned premiums and accident year ultimate loss and LAE, including unallocated LAE (Exhibit 6).

### Exhibit 3: INCURRED LOSS AND LOSS ADJUSTMENT EXPENSE DEVELOPMENT

Accident Year Loss and Allocated Loss Adjustment Expense experience for Dental Professional Liability is shown as of 12/2012, along with age to age factors and the corresponding age to ultimate development factors (Exhibit 3A). These factors are then applied to the countrywide Exhibit 3A and state Exhibit 3B loss experience for Dental Professional Liability.

### Exhibit 4: TREND ANALYSIS

Calculation of annual trend is based on the most recent ISO Medical Professional Liability trend experience (AS-PR-2012-001). The trend period extends from the midpoint of each accident year to one year beyond the assumed effective date.

### Exhibit 5: EXPENSE PROVISIONS AND DETERMINATION OF EXPECTED LOSS RATIO

Expense provisions are based on the expenses found for Medical Malpractice in the American Home/National Union Group Insurance Expense Exhibit. The commission expense is program specific. The expected loss & lae ratio is the complement of the total expenses and profit load. The profit & contingency factor has been calculated based on a target rate of return on equity of 11%.

### Exhibit 6: DETERMINATION OF UNALLOCATED LOSS ADJUSTMENT EXPENSE FACTOR

The unallocated loss expense provision is determined using data from the Professional Liability Program Business cost statements for the five most recent years. The factor is expressed as a percentage of total incurred losses and allocated loss adjustment expense.

### Exhibit 7: INVESTMENT INCOME EXHIBITS

The investment income exhibits are based on American Home/ National Union Group's Annual Statement experience and incorporate the Medical Malpractice premium and program budgeted expense provisions to determine an indicated investment income offset. The calendar year method was used to determine investment income.

### (\$ IN 000'S)

### DETERMINATION OF RATE LEVEL INDICATION

### **ILLINOIS**

	Accident Year COUNTRYWIDE	(1) Basic Limits Premium at Present Rates (Note A)	(2) Basic Limits Ultimate Loss & LAE (Exhibit 2)		(3)=(2)/(1) Ultimate Loss & LAE Ratio	(4) Trend Factor (Exhibit 4) (Note B)	(5)=(3)*(4)  Trended Loss & LAE Ratio	Weight	
(1)	2008	21,277	19,373		0.911	0.891	0.812	0.10	
(2)	2009	47,007	42,626		0.907	0.909	0.824	0.15	
(3)	2010	47,175	38,204	(E)	0.810	0.926	0.750	0.20	
(4)	2011	45,998	34,419	(E)	0.748	0.944	0.706	0.25	
(5)	2012	43,583	29,647	(E)	0.680	0.962	0.655	0.30	
(1) (2) (3) (4) (5)	2008 2009 2010 2011 2012	598 2,280 2,340 1,920 1,835	238 3,061 1,728 1,230 1,301	(E) (E) (E)	0.397 1.342 0.738 0.640 0.709	0.891 0.909 0.926 0.944 0.962	0.354 1.220 0.684 0.605 0.682	0.10 0.15 0.20 0.25 0.30	
(3)	2012	1,033	1,301	(L)	0.707	0.702	0.002	0.50	
							<u>ILLINOIS</u>	<u>CW</u>	
(6)	Weighted Average Ul	timate Trended Loss	and LAE Ratio				0.711	0.728	
(6a)	Credibility Weights (N	Note C):					0.552	0.448	
(6b)	Credibility Weighted		0.718						
(7)	Target Loss & LAE R		0.570						
(8)	(8) Indicated Rate Level Change [ (6b)/7 ] - 1 26.1%								
(9)	Selected Rate Level C	hange						7.0%	

### NOTES:

- (A) The calculation of premium at present rates is done using the parallelogram method.
- (B) Trend periods extend from the midpoint of each accident year to one year past the assumed effective date. (Exhibit 4).
- (C) The credibility standard is 683 claims for the experience period.

State Credibility = Square Root(208/683)

CW Credibility=1 - State Credibility

- (D) Credibility Weighted Ultimate Loss & LAE Ratio =
  - $[State(6)*State(6a) + CW(6)*CW(6a) + \{1 State(6a) CW(6a)\} * Trended ELR]$
- (E) Bornheutter-Ferguson Methodology used to develop ultimate loss & lae, i.e.,

Ultimate Loss & LAE=EPXELRX[1-1/LDF] + reported incurred loss & lae

24.8%

10.0%

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA. DENTAL PROFESSIONAL LIABILITY (\$ IN 000'S)

CLASS RELATIVITY ANALYSIS

### COUNTRYWIDE

	Accident	(1) Basic Limits	(2) Basic Limits		(3)=(2)/(1)	(4) Trend	(5)=(3)*(4)	
	Year	Premium at	Ultimate		Ultimate	Factor	Trended	
		Present Rates	Loss & LAE		Loss & LAE	(Exhibit 4)	Loss & LAE	
	CLASS 1	(Note A)	(Exhibit 2)		Ratio	(Note B)	Ratio	Weight
(1)	2008	19,741	5,195		0.263	0.891	0.235	0.10
(2)	2009	30,344	22,535		0.743	0.909	0.675	0.15
(3)	2010	29,089	20,891	(C)	0.718	0.926	0.665	0.20
(4)	2011	27,550	19,857	(C)	0.721	0.944	0.680	0.25
(5)	2012	26,071	17,277	(C)	0.663	0.962	0.638	0.30
(1)	2008	3,312	1,970		0.595	0.891	0.530	0.10
(2)	2009	9,334	9,092		0.974	0.909	0.885	0.10
(3)	2010	9,590	8,384	(C)	0.874	0.926	0.810	0.20
(4)	2011	10,385	9,171	(C)	0.883	0.944	0.834	0.25
(5)	2012	10,599	7,954	(C)	0.750	0.962	0.722	0.30
(6)	Class 1 Weig	hted Average Ultimate	Гrended Loss and		: Ratio		0.619	
(7)	Class 3 Weig	hted Average Ultimate		0.773				

### NOTES:

(8)

(9)

- (A) The calculation of premium at present rates is done using the parallelogram method.
- (B) Trend periods extend from the midpoint of each accident year to one year past the assumed effective date. (Exhibit 4).
- $(C) \qquad \text{Bornheutter-Ferguson Methodology used to develop ultimate loss \& lae, i.e.,} \\$

Ultimate Loss & LAE=EPXELRX[1-1/LDF] + reported incurred loss & lae

ELR [Exhibit 5] = 0.570

Indicated Class 3 Relativity Ch[ (7) / (6) ] -1

Selected Class 3 Relativity Change

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA. DENTAL PROFESSIONAL LIABILITY

(\$ IN 000'S)

DETERMINATION OF ULTIMATE LOSS AND LOSS ADJUSTMENT EXPENSE RATIOS

	_			_	
TT	т	- 10	N.Τ.	$\boldsymbol{\alpha}$	IS
			N		

	245	(4)	(2)	(4) (2) (4)	.=
	(1)	(2)	(3)	(4)=(2)*(3)	(5)=(4)/(1)
		Basic Limits			
Accident	<b>Basic Limits</b>	Reported	Loss	Ultimate	Ultimate
Year	Earned	Incurred	Development	Loss & L.A.E.	Loss & L.A.E.
	Premium	Loss & ALAE	Factors	(Incl. 0.7%	Ratio
COUNTRYWIDE		(Exhibit 3)	(Exhibit 3A)	Unalloc L.A.E.)	
2008	19,576	13,600	1.414	19,373	0.990
2009	43,523	25,094	1.686	42,626	0.979
2010	44,069	23,593	2.143	50,927	1.156
2011	43,006	16,132	3.208	52,140	1.212
2012	41,024	7,631	8.204	63,071	1.537
Total	191,198	86,049		228,136	1.193
ILLINOIS					
2008	559	167	1.414	238	0.425
2009	2,131	1,802	1.686	3,061	1.436
2010	2,187	1,004	2.143	2,167	0.991
2011	1,794	468	3.208	1,512	0.843
2012	1,735	374	8.204	3,087	1.779
Total	8,407	3,814		10,065	1.197

# AMERICAN HOME/NATIONAL UNION GROUP HEALTHCARE PROFESSIONAL LIABILITY

(\$ in 000'S)

COUNTRYWIDE

### BASIC LIMITS INCURRED LOSSES & LOSS ADJUSTMENT EXPENSE AS OF 12/2012

Accident										
Year	12	24	36	48	60	72	84	96	108	120
2003	5,968	15,678	30,499	40,749	47,908	54,085	54,690	55,913	56,591	56,146
2004	8,723	21,905	47,308	55,310	64,034	67,165	72,033	79,272	80,108	
2005	9,784	28,914	37,285	56,191	66,101	76,032	82,405	84,281		
2006	12,110	29,137	53,036	65,984	76,132	83,419	90,723			
2007	11,062	35,494	53,007	65,353	71,217	74,833				
2008	17,103	37,627	53,175	62,967	87,858					
2009	16,016	38,042	67,368	87,645						
2010	11,640	44,527	59,572							
2011	19,709	44,661								
2012	16,965									

### INCURRED LOSS AND LOSS ADJUSTMENT EXPENSE DEVELOPMENT

Accident										
Year	12-24	24-36	36-48	48-60	60-72	72-84	84-96	96-108	108-120	120-ULT
										,
2003	2.627	1.945	1.336	1.176	1.129	1.011	1.022	1.012	0.992	
2004	2.511	2.160	1.169	1.158	1.049	1.072	1.100	1.011		
2005	2.955	1.289	1.507	1.176	1.150	1.084	1.023			
2006	2.406	1.820	1.244	1.154	1.096	1.088				
2007	3.209	1.493	1.233	1.090	1.051					
2008	2.200	1.413	1.184	1.395						
2009	2.375	1.771	1.301							
2010	3.825	1.338								
2011	2.266									
Weighted Average	2.640	1.597	1.271	1.192	1.093	1.068	1.049	1.044	1.024	
4 Yr Wtd Average	2.557	1.497	1.244	1.203	1.086	1.068				
3 Yr Wtd Average	2.686	1.498	1.244	1.211	1.098	1.082	1.049			
2 Yr Wtd Average	2.845	1.537	1.249	1.240	1.074	1.086	1.059	1.011		
Selected Age-to-Age	2.557	1.497	1.271	1.192	1.086	1.068	1.049	1.044	1.024	
Ultimate Factors	8.204	3.208	2.143	1.686	1.414	1.302	1.218	1.161	1.112	1.086

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA. DENTAL PROFESSIONAL LIABILITY

(\$ in 000'S)

**COUNTRYWIDE** 

### BASIC LIMITS INCURRED LOSSES & LOSS ADJUSTMENT EXPENSE AS OF 12/2012\*

Accident										
Year	12	24	36	48	60	72	84	96	108	120
2003	0	0	0	0	0	0	79	208	0	0
2004	0	56	118	123	232	436	857	534	783	
2005	372	831	1,523	2,913	3,733	4,080	3,703	3,905		
2006	1,218	3,945	5,869	8,873	10,337	8,419	8,714			
2007	871	3,090	6,050	7,905	4,783	4,928				
2008	1,880	7,971	12,968	12,406	13,600					
2009	1,832	6,456	21,049	25,094						
2010	734	18,308	23,593							
2011	9,501	16,132								
2012	7,631									

### INCURRED LOSS AND LOSS ADJUSTMENT EXPENSE DEVELOPMENT

Accident									
Year	12-24	24-36	36-48	48-60	60-72	72-84	84-96	96-108	108-120
2003	1.000	1.000	1.000	1.000	1.000	1.000	2.623	0.000	1.000
2004	1.000	2.109	1.043	1.892	1.878	1.966	0.622	1.467	•
2005	2.232	1.834	1.912	1.281	1.093	0.908	1.055	5	
2006	3.239	1.488	1.512	1.165	0.814	1.035	;		
2007	3.546	1.958	1.307	0.605	1.030	)			
2008	4.240	1.627	0.957	1.096					
2009	3.525	3.260	1.192	,					
2010	24.940	1.289							
2011	1.698								
2012									
4 Yr Wtd Average	3.504	1.777	1.182	2. 1.011	0.936	5 1.032	2		
3 Yr Wtd Average	3.389	1.760	1.133	0.984	0.924	1.026	5 1.001	1	
2 Yr Wtd Average	3.365	1.803	1.102	0.905	0.883	0.993	0.973	3 1.056	5

<sup>\*</sup>Accident Year 2010 excludes one large claim with significantly high legal expenses that is not reflective of the overall book of business.

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA. DENTAL PROFESSIONAL LIABILITY

(\$ IN 000'S)

ILLINOIS

BASIC LIMITS INCURRED LOSSES & LOSS ADJUSTMENT EXPENSE AS OF 12/2012

Accident										
Year	12	24	36	48	60	72	84	96	108	120
2003	0	0	0	0	0	0	5	6	0	0
2004	0	0	0	0	0	21	23	0	0	
2005	0	0	0	0	29	58	0	0		
2006	114	114	100	136	257	187	187			
2007	10	5	196	266	8	8				
2008	25	345	694	187	167					
2009	152	286	1,488	1,802						
2010	45	947	1,004							
2011	565	468								
2012	374									

### INCURRED LOSS AND LOSS ADJUSTMENT EXPENSE DEVELOPMENT

Accident									
Year	12-24	24-36	36-48	48-60	60-72	72-84	84-96	96-108	108-120
2003	1.000	1.000	1.000	1.000	1.000	1.000	1.351	1.000	1.000
2004	1.000	1.000	1.000	1.000	1.000	1.106	1.000	1.000	
2005	1.000	1.000	1.000	1.000	2.017	1.000	1.000		
2006	0.997	0.878	1.364	1.889	0.725	1.004			
2007	0.574	35.770	1.355	0.031	1.000				
2008	13.781	2.015	0.269	0.893					
2009	1.884	5.207	1.211						
2010	20.968	1.061							
2011	0.828								
Average ex hi/lo	2.927	1.880	1.113	0.973	1.000	1.002	1.000		
4 Yr Average	9.365	11.013	1.050	0.953	1.186	1.028			
3 Yr Average	7.893	2.761	0.945	0.938	1.248	1.037	1.117		
2 Yr Average	10.898	3.134	0.740	0.462	0.863	1.002	1.000	1.000	

# ISO MEDICAL PROFESSIONAL LIABILITY TREND DATA AND ANALYSIS CIRCULAR AS-PR-2012-001 - EXHIBIT 3

# PHYSICIANS, SURGEONS, AND DENTISTS OCCURRENCE AND CLAIMS-MADE POLICIES MULTISTATE PAID TREND DATA

	(1)	(2)	(3)	(4)	(5)	(6)
Policy Year	500/1,500 Aggregate Loss Costs at	500/1,500 Basic Limit	Number of	Experience Ratio	Occurrence Severity	Occurrence Frequency
<u>Ending</u>	Current Level	Losses	Occurrences	(2) ÷ (1)	(2) ÷ (3)	(3) ÷ (1)
6/30/2004	\$458,234,683	\$430,529,213	1,631	0.940	\$263,966	3.559
6/30/2005	466,531,620	444,018,066	1,533	0.952	289,640	3.286
6/30/2006	508,170,610	409,083,495	1,352	0.805	302,577	2.661
6/30/2007	558,877,604	428,704,911	1,384	0.767	309,758	2.476
6/30/2008	574,257,053	425,303,357	1,401	0.741	303,571	2.440
6/30/2009	585,694,021	479,887,446	1,452	0.819	330,501	2.479
6/30/2010	619,573,043	496,256,021	1,655	0.801	299,853	2.671
6/30/2011	627,531,988	527,160,317	1,527	0.840	345,226	2.433
					Average Ann	ual Trend
			8 Years	-1.9%	2.8%	-4.6%
			R-Squared	0.284	0.683	0.609

**NUFIC Selected Annual Trend** 

-1.9%

## **Derivation of Expected Loss Ratio**

(1) Target rate of return on equity		11.0%
(2) Premium to Surplus Ratio		60.6%
(3) Target rate of return on premium [(1)/(2)]		18.2%
(4) Rate of return on premium		14.2%
(5) Target underwriting profit (loss) [(3)-(4)/.65]		6.1%
(6) Selected underwriting profit		5.0%
(7) Total Expenses		38.0%
a. Commissions	24.00%	
b. Other Acquisition	6.32%	
c. General Expenses	3.99%	
d. Taxes, Licenses & Fees	3.74%	
_	_	

(8) Expected Loss Ratio [1-(7)-(6)] 57.0%

AMERICAN HOME/NATIONAL UNION GROUP-MEDICAL MALPRACTICE									
INSURANCE EXPENSE EXHIBIT									
Countrywide Expenses	201	2010 2011 2012 3y				3yr Weighted AVG			
(in 000's)	\$	%	\$	%	\$	%	%		
Written Premium	119,798		115,646		118,704				
Other Acquisition	10,341	8.63%	10,528	9.10%	7,503	6.32%	8.01%		
General Expenses	3,047	2.54%	4,099	3.54%	4,734	3.99%	3.35%		
Taxes, Licenses and Fees	4,002	3.34%	3,254	2.81%	4,437	3.74%	3.30%		

# AMERICAN HOME/NATIONAL UNION GROUP PROFESSIONAL LIABILITY PROGRAM BUSINESS

(000's)

Determination of Unallocated Loss Adjustment Expense Provision (SOURCE: COMPANY COST STATEMENTS)

	ITEM	2008	2009	2010	2011	2012	5-year Average
(1)	Losses Paid	394,681	495,422	386,441	427,374	402,915	421,367
(2)	Changes in Unpaid Losses	131,820	-76,970	-27,918	27,403	123,426	35,552
(3)	Losses Incurred (1) + (2)	526,501	418,452	358,523	454,777	526,341	456,919
(4)	Allocated Loss Adjustment Expenses	153,081	176,711	171,774	177,872	180,838	172,055
(5)	Total Loss & ALAE (3) + (4)	679,582	595,163	530,297	632,649	707,179	628,974
(6)	Unallocated Loss Adjustment Expenses	5,545	3,331	3,448	5,687	5,522	4,707
(7)	Unallocated Loss Expense Ratio (6)/(5)	0.8%	0.6%	0.7%	0.9%	0.8%	0.7%

### ESTIMATED INVESTMENT EARNINGS ON UNEARNED PREMIUM RESERVES AND ON LOSS RESERVES (Explanatory Notes)

Medical Malpractice

Medical Malpractice Direct Earned Premium for	0117.441
Calendar Year 2012	\$117,441
2. Mean Unearned Premium Reserve [0.438* (1)] (See Notes p. 2)	51,413
3. Deduction for Prepaid Expenses (See notes p. 2)  a) Commission and Brokerage b) Taxes, Licenses and Fees c) 50% of Other Acquisition Expenses d) 50% of General Expenses e) Total  24.00% 3.74% 1.99% 2.109% 2.24.00% 2.24.00% 3.16% 3.16% 3.16% 3.289%	
4. Deduction for Federal Taxes Payable (See Notes p. 2)	7.0%
5. Net Amount Subject to Investment Income [ (2) x (1.000 - (3) - (4)) ]	30,903
<ul> <li>B. DELAYED REMISSION OF PREMIUMS (Agents' Balances)</li> <li>1. Direct Earned Premium [ (A.1) ]</li> <li>2. Average Agents' Balance (See Notes pp. 2-3)</li> <li>3. Delayed Remission [ (1) x (2) ]</li> </ul>	117,441 0.147 17,233
C. LOSS RESERVE: 1. Direct Earned Premium [ (A.1) ] 2. Expected Incurred Loss and L.A.E. Reserves 3. Expected Mean Loss Reserves [3.275 x (2) ] (See Notes p. 3)	117,441 65,576 214,731
D. SURPLUS  1. Direct Written Premium  2. Surplus Subject to Investment [(D.1)/prem to surp]	118,704 195,908
E. NET AMOUNT SUBJECT TO INVESTMENT: $[(A.5) - (B.3) + (C.3) + (D.2)]$	424,310
F. AVERAGE RATE OF RETURN ON INVESTED ASSETS (See Notes p. 4)	5.10%
G. INVESTMENT EARNINGS ON NET SUBJECT TO INVESTMENT [ (E) x (F) ]	21,628
H. AVERAGE RATE OF RETURN (As % of Direct Earned Premium) [ (G) / (A.1) ]	18.42%
I. AVERAGE RATE OF RETURN (After Federal Income Taxes) [ (H) x 0.770 ]	14.18%

# ESTIMATED INVESTMENT EARNINGS ON UNEARNED PREMIUM RESERVES AND ON LOSS RESERVES (Explanatory Notes)

Medical Malpractice

#### Line A.1

Medical Malpractice direct earned premium for calendar year 2012 as provided by American Home/National Union Group.

#### Line A.2

The mean direct unearned premium reserve is determined by multiplying the Medical Malpractice direct earned premium in line (A.1) by the countrywide ratio of the mean direct unearned premium reserve to the direct earned premium for 2012. See below for calculation of this ratio. This ratio is based on data for Medical Malpractice from page 15 of the Annual Statement for American Home/National Union Group

	(In 000's)	
1. Direct Earned Premium for Calendar Year 2012	5 117,441	
2. Direct Unearned Premium Reserve as of 12/31/11	50,782	
3. Direct Unearned Premium Reserve as of 12/31/12	52,045	
4. Mean Direct Unearned Premium Reserve 1/2 [(2) + (3)]	51,413	
5. Ratio [ (4) / (1) ]	0.438	Ī

#### Line A.3

Deduction for prepaid expenses:

Production costs and a large part of the other company expenses in connection with the writing and handling of the filed insurance coverage exclusive of claim adjustment expenses, are incurred when the policy is written and before the premium is paid. Therefore, the deduction for these expenses is determined by use of the provisions for expenses used in our ratemaking procedure as shown.

#### Line A.4

Deduction for Federal Taxes Payable:

Taxable percentage of unearned premium reserves (Tax Reform Act of 1986):	20.0%
Corporate Tax Rate:	35.0%
Total Percentage of Unearned Premium Reserve:	7.0%

#### Line B.2

#### Delayed remission of premium:

This deduction is necessary because of delay in collection and remission of premiums beyond the effective dates of the policies. Funds for the unearned premium reserve required during the initial days of all policies must be taken from the company's surplus. (continued)

### Page 3

# ESTIMATED INVESTMENT EARNINGS ON UNEARNED PREMIUM RESERVES AND ON LOSS RESERVES (Explanatory Notes)

Medical Malpractice

#### Line B.2 (continued)

Agents' balances or uncollected premiums for premiums due less than 90 days are calculated as follows:

	(In 000's)
1. Net Earned Premium for Calendar Year 2012	13,492,945
2. Net Agents' Balances as of 12/31/11	1,308,812
3. Net Agents' Balances as of 12/31/12	2,150,241
4. Mean Agents' Balances 1/2 x [(2) + (3)]	1,729,527
5. Ratio [ (4) / (1) ]	0.128

The above percentage must be multiplied by a factor of 1.145 to include the effect of agents' balances or uncollected premiums overdue for more than 90 days. The factor 1.145 is based on 2012 company data.

Final adjusted Agents' Balance:

0.1467

(T 000L)

#### Line C.2

The expected loss and loss adjustment ratio reflects the expense provisions used in the filing.

#### Line C.3

The expected mean loss reserve is determined by multiplying the expected incurred losses in line (C.2) by the average countrywide ratio of the mean loss and loss adjustment reserves to the incurred losses and loss adjustment expenses in 2011 and 2012 for Medical Malpractice Insurance. This ratio is based on Annual Statement Data.

	<u>(In 000's)</u>
1. Incurred Losses and L.A.E. for Calendar Year 2011	939
2. Incurred Losses and L.A.E. for Calendar Year 2012	33,918
3. Loss Reserves and L.A.E. as of 12/31/10	526,186
4. Loss Reserves and L.A.E. as of 12/31/11	427,144
5. Loss Reserves and L.A.E. as of 12/31/12	388,712
6. Mean Loss Reserve 2011: 1/2 [(3) + (4)]	476,665
7. Mean Loss Reserve 2012: 1/2 [(4) + (5)]	407,928
8. Ratio (6) / (1)	507.550
9. Ratio (7) / (2)	12.027
10. Average Ratio 1/2 [(8) + (9)]	259.788
11. Loss reserve for American Home/National Union Group, selected	3.392
12. Estimated Reserve Discount	9.9%
13. Federal Taxes Payable (% of Reserves): (12) x .35	0.035
14. (11) x [1.0 - (13)]	3.275

# ESTIMATED INVESTMENT EARNINGS ON UNEARNED PREMIUM RESERVES AND ON LOSS RESERVES (Explanatory Notes)

Medical Malpractice

#### Line E

The rate of return is the ratio of net investment income earned and net realized capital gains (or losses) to mean cash and invested assets (including interest, dividends, and real estate income due and accrued).

	Net Investment	Mean Cash and	
	Income Earned	Invested Assets	Rate of
<u>Year</u>	<u>(In 000's)</u>	<u>(In 000's)</u>	Return
2011	2,357,198	61,753,367	3.82%
2012	3,305,286	62,000,440	5.33%
Total	5,662,483	123,753,807	4.57%
	Realized Capital	Mean Cash and	
	Gains (or Losses)	Invested Assets	Rate of
Year	(In 000's)	(In 000's)	Return
2003-2012	2,958,168	565,595,166	0.52%

#### Total Rate of Return:

Net Investment Income Earned and Net Realized Capital Gains (or Losses)

5.10%

#### Line H

The average rate of Federal Income Tax was determined by applying the appropriate tax rates to the distribution of investment income earned for 2012 for the American Home/National Union Group.

	Federal
Rate	Income
of Return	Tax Rate
4.57%	0.216
0.52%	0.350
5.10%	0.230
	of Return 4.57% 0.52%

1.000 - Federal Income Tax Rate

0.770

# ESTIMATED INVESTMENT EARNINGS ON UNEARNED PREMIUM RESERVES AND ON LOSS RESERVES (Explanatory Notes)

Medical Malpractice

Line H (continued)			Federal
	Investment		Income
<u>Bonds</u>	Income Earned		Tax Rate
Taxable	\$ 1,430,108		0.350
Non-Taxable	479,923		0.026
Total	\$ 1,910,030	(A)	0.269
Stocks			
Taxable	\$ 43,218		0.123
Non-Taxable	800,000		===
Total	\$ 843,218	(B)	0.006
Mortgage Loans and Real Estate			
Mortgage Loans	\$ 428		
Real Estate	0		
Collateral Loans	0		
Cash on Deposit	0		
Short Term Investments	1,109		
All Other	<u>617,664</u>		
Sub-Total	\$ 619,201		0.350
Total	\$ 3,372,449		0.218
Investment Deductions	\$ 42,126		0.350
Net Investment Income Earned	\$ 3,330,323		0.216

- (A) Assume 50% of the income on tax-exempt bonds is subject to proration; that is, 15% of that income is taxed at the full corporate income tax rate of 35%. The applicable tax rate is thus 2.6%. ((.50 x .15 x .35) = .026)
- (B) 30% of dividend income is subject to the full corporate income tax rate of 35%. Assume 50% of the dividend income on stocks is subject to proration; that is, 15% of the remaining 70% of dividend income is taxed at a rate of 35%. The applicable tax rate is thus 12% ((.30 x .35) + (.50 x .70 x .15 x .35) = .123).

Change in Company's premium or rate level produced by rate revision effective		7/22/2013
(1)	(2)	(3)
(1)	Annual Premium	Percent
Coverage	Volume (Illinois)*	Change (+ or -)**
1. Automobile Liability	volume (mmois)	Change (+ or -)
Private Passenger		
Commercial		
Automobile Physical Damage		
Private Passenger		
Commercial		
3. Liability Other Than Auto		
4. Burglary and Theft		
5. Glass		
6. Fidelity		
7. Surety		
8. Boiler and Machinery	<del></del>	-
9. Fire		
10. Extended Coverage		
11. Inland Marine	<del></del>	-
12. Homeowners	<del></del>	-
13. Commercial Multi-Peril		
14. Crop Hail	<del></del>	-
15. Other - Dentists	\$1,707,000	9.29%
Line of Insurance	Ψ1,707,000	
Does filing only apply to certain territory (territoric	es) or certain classes? If so, specif	îy:
All classes will receive a base increase of 7%. Add	litionally, class 3 policies will rece	eive a 10% class relativity
increase.		
Brief description of filing. (If filing follows rates of	of an advisory organization, specif	y organization):
See explanatory memorandum.		

National <u>Union Fire Insurance Comp</u>any of Pittsburgh, Pa. Name of Company

Adam C. Reed - Vice President Official-Title

<sup>\*</sup> Adjusted to reflect all prior rate changes.

<sup>\*\*</sup> Change in Company's premium level which will result from application of new rates.

## ILLINOIS CERTIFICATION FOR MEDICAL MALPRACTICE RATES

(215 ILCS 5/155.18)(3) states that medical liability rates shall be certified in such filing by an officer of the company and a qualified actuary that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience.

I, Adam C. Reed, a duly authorized officer of the American Home/National Union Group am authorized to certify on behalf of the Company making this filing that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience, and that I am knowledgeable of the laws, regulations and bulletins applicable to the policy rates that are the subject of this filing.

I, Mary Gaillard, am a member of the Casualty Actuarial Society and a Member of the American Academy of Actuaries and have met the Qualification Standards of the American Academy. I am a duly authorized actuary of the American Home/National Union Group and am authorized to certify on behalf of American Home/National Union Group making this filing that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience, and that I am knowledgeable of the laws, regulations and bulletins applicable to the policy rates that are the subject of this filing. Vice President Signature and Title of Authorized Insurance Company Officer Senior Actuarial Manager, Vice President and Associate Actuary Title and Designation of Authorized Actuary A19-13-10-06 Insurance Company FEIN: Filing Number: 25-0687550 Insurer's Address: 175 Water Street New York State: New York Zip Code: 10038 Contact Person's: rnyron. harrey a cig. corn -Name and E-mail

-Direct Telephone and Fax Number:

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA DENTAL PROFESSIONAL LIABILITY RATE PLAN ILLINOIS

#### 1. PROFESSIONAL LIABILITY MATURE CLAIMS MADE BASE PREMIUMS

Limit of Liability	Base Premium	
\$1,000,000 each claim / \$3,000,000 aggregate		
Territory 1: Cook County	<del>\$1,641</del>	<u>\$1,756</u>
Territory 2: Remainder of State	\$1,023	\$1,095

#### 2. A. CLASS PLAN RELATIVITY FACTORS

Class	Factor	
1	1.000	
2	1.250	
3	<del>1.500</del>	1.650
4	2.770	
5	8.000	

#### B. CLASS PLAN DESCRIPTIONS

### Class 1 DENTAL CLASS I - NON-INVASIVE OR MINIMALLY INVASIVE PROCEDURES AND SELECT SPECIALTIES Specialists:

Endodontist

Orthodontist (simple extractions up to 25% of procedures)

Public Health Dentist

Periodontist (surgical placement of implants up to 25% of procedures)

Prosthodontist (surgical placement of implants up to 25% of procedures)

Pediatric Dentist

Oral Pathologist

General Dentists performing the following procedures:

Diagnostic

Preventative

Restorative

Non-surgical TMJ treatments - mouth guards and splints

Cosmetic whitening, veneers

Restorative Implants up to 15% of practice (based on number of procedures)

 $Endodontia-up\ to\ 25\%\ of\ practice\ (based\ on\ number\ of\ procedures)$ 

Prosthodontia - up to 25% of practice (based on number of procedures)

 $Periodontia-up\ to\ 25\%\ of\ practice\ (based\ on\ number\ of\ procedures)\ excluding\ surgical\ implants$ 

Oral surgery (up to 25% of total practice, based on number or procedures; simple

extractions only, no full bony or partial bony impactions)

This classification applies to all DDS's or DMD's who are Board Eligible or Certified Specialists in above areas; or are General Practitioners and who use local, nitrous oxide or oral conscious sedation. This classification also applies to all dentists who provide services to patients who have been administered deep sedation or general anesthesia in their office, or in a hospital, or surgi-center by an MD / nurse anesthetist, dentist anesthetist, or oral surgeon not in their employ.

#### Class 2 DENTAL PROCEDURES LEVEL II & SPECIALIZED AREAS OF PRACTICE/PROCEDURES:

Applies to all General Dentists:

With greater than 25% of practice (in any one category) in the specialty areas of Prosthodontics and/or Endodontics, surgical Periodontal procedures, Orthodontics or oral surgery (simple extractions only, no extractions of full or partial bony impacted teeth).

For classification purposes all dentists whose procedures exceed 25% or more in the above specialized areas of practice will be rated under this classification.

#### ${\bf Class~3} \quad {\bf DENTAL~PROCEDURES~LEVEL~III~\&~SPECIALIZED~AREAS~OF~PRACTICE/PROCEDURES:}$

Applies to all Specialists (except Oral Surgeons) and General Dentists:

Extractions of full or partial bony impacted teeth

Applies to all General Dentists:

Implant restorations that exceed 15% of the total practice or any % of surgical implants

This classification applies to all General Dentists DDS's or DMD's whose practice specializes in providing implants. For classification purposes all insureds that treat 15% or more of their patients for implants will be rated under this classification.

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#### Class 4 ANESTHESIA CLASS

Anesthesia:

I.V. Conscious Sedation

I.M. Conscious Sedation

Sub-cutaneous Conscious sedation

Anesthesia: This classification contemplated the insured dentist administering the sedation and performing the dental procedure.

#### Class 5 ORAL & MAXILLOFACIAL SURGEONS AND DENTIST ANESTHESIOLOGISTS

Anesthesia:

In-Office Includes General Anesthesia

This classification applies to all Oral Surgeons and Dental Anesthesiologists. This classification would also apply to any DDS or DMD who administer and treat patients under deep sedation to an unconscious state, deep sedation, or general anesthesia in their office. Proof of their education, training and/or license/permit would need to be secured prior to proceeding.

#### POLICY TYPE FACTORS

A.	Claims Made Year	Factor
	Year 1	0.336
	Year 2	0.567
	Year 3	0.797
	Year 4	1.000
	Year 5	1.000
В.	Occurrence	1.100

#### INCREASED LIMIT FACTORS

Factor

#### DEDUCTIBLES

The following deductibles may be offered on a per occurrence basis only for Professional Liability.

The credit will be applied to the base rate, i.e., Manual Premium = [(Base Rate x ILF) - (Base Rate X Deductible Credit)]

DEDUCTIBLE

CREDIT

EDUCTIBLE	CREDI
\$0	0.00
\$1,000	0.05
\$2,500	0.10
\$5,000	0.19
\$10.000	0.30

#### EXTENDED REPORTING PERIOD FACTORS

D REPORTING PERIOD FACTORS		
Number of Years of Prior Acts	Factor to be Multiplied by the Mature Claims Made Premium	
1 Year	0.80	
2 Year	1.20	
3 Year	1.45	
4 Year	1.60	
5 OR MORE YEARS	1.80	

#### NEW DENTIST DISCOUNT FACTORS

Years in Practice	Factor
First Year	0.25
Second	0.60
Third Year	0.80

#### 8 PART TIME DENTIST DISCOUNT FACTOR

Number of Hours in Practice	Factor
10 hours or less per week	0.25
20 hours or less per week	0.50
21 hours or more per week	1.00

#### 9 FACULTY DISCOUNT FACTORS

11

	Appointment Status	Factor
	Full-Time	0.70
	Half-Time	0.80
	Part-Time	0.90
	Zero-Time	1.00
10	WAIVER OF CONSENT DISCOUNT FACTOR	0.90

#### 12 CLAIM FREE CREDIT DISCOUNT FACTORS

RISK MANAGEMENT EDUCATION FACTOR

Years	Factor
10 + years claim free	0.90
9 years claim free	0.91
8 years claim free	0.92
7 years claim free	0.93
6 years claim free	0.94
5 years claim free	0.95
4 years claim free	0.96
3 years claim free	0.97
2 years claim free	0.98
1 years claim free	0.99

0.90

#### 13 CLAIMS EXPERIENCE DEBIT

#### TOTAL OF ALL CLAIMS AMOUNT

	1 loss	2 losses	3 losses	4 losses
\$0 - \$3,000	1.00	1.10	1.15	1.20
\$3,001 - \$10,000	1.10	1.15	1.20	1.25
\$10,001 - \$20,000	1.15	1.20	1.25	1.30
\$20,001 - \$30,000	1.20	1.25	1.30	1.35
\$30,001 - \$40,000	1.25	1.30	1.35	1.40
\$40,001 +	1.30	1.35	1.40	1.50

#### 14 INDIVIDUAL RISK PREMIUM MODIFICATIONS

15 ADDITIONAL INSUREDS PREMIUM CHARGE FACTOR

10% Premium Charge

INDIVIDUAL RISK PREMIUM MODIFICATIONS		
	Range of Modifications	
	Credits	Debits
Operational controls and procedure mix, such as but not limited to mandatory referrals	10%	25%
for extractions, use of consent forms, internal		
documentation practices, implant procedures and		
laser use, and extraction of impacted third molars.		
Practice Characteristics, such as but not limited to	10%	25%
single v. multiple locations, degree of severity		
presented by area of specialization, volume of patient		
traffic, number of years of patient experience.		
Loss Control procedures, such as but not limited to	10%	25%
training and retraining of all employees on the safest way		
to do their job; promoting safety awareness; conducting		
frequent safety inspections of all work areas; having an office safety program; using proper sterilization techniques		
to ensure environmental is free from the possibility of		
contamination from blood-borne pathogens.		
Claim peculiarities, such as but not limited to who was	10%	25%
responsible for the loss (Insured Dentist,	10%	23%
Employee of Insured Dentists, Partner, Independent		
Contractor- this is for the respondent superior or indemnity		
exposures); frequency or lack of administrative actions such		
as peer review, office of professional discipline or dental board		
complaints; frequency or lack of claims for return of fees		
Maximum Debit/Credit=25%		

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Factor

#### 16 BOARD EXAMINATION COVERAGE PREMIUM CHARGE

Premium Charge for a Limit of Liability of \$1,000,000 per occurrence / \$20 \$1,000,000 \$3,000,000 aggregate

#### MEDICAL WASTE DEFENSE EXPENSES REIMBURSEMENT COVERAGE

Premium Charge for a Limit of Liability of \$50,000 per occurrence / \$50 \$50.000 aggregate

#### 18 DISABILITY OR LEAVE OF ABSENCE

Factor 75% Premium Discount 0.25

#### 19 ACADEMY OF GENERAL DENTISTRY MEMBERSHIP (AGD)

Academy of General Dentistry Membership - Members in good standing who have completed the following requirements are eligible for membership credit.

Application Requirements:

Membership Maintenance - Members must earn 75 hours of continuing der during their 3 year review period.

Credit
10%

Recent graduates have 5 years to complete.

Fellowship Award Requirements - Fellowship requires 5 continuous years 15% months of membership in AGD, plus 500 hours of approved continuing education credit (at least 350 of which is earned in course attendance).

Accepted activities for Fellowship credits are:

Scientific Programs

Postgraduate Education

Federal Dental Service Specialty Rotation Programs

Self-Instruction Programs

Self-Improvement AGD approved courses

#### 20. ACADEMY OF GENERAL DENTISTRY MEMBERSHIP CONTINUED

Membership Award Requirements - Mastership requires Fellowship status completion of 600 credit hours of approved continuing education in each of 16 separate discriptings.

Myofascial Pain Dysfunction / Occlusion

Operative Dentistry

Periodontics

Fixed Prosthodontics

Removable Prosthodontics

Endodontics

Oral & Maxillofacial Surgery

Orthodontics

Pediatric Dentistry Basic Sciences

Oral Medicine / Oral Diagnosis

Practice Management

Electives

Implants

Special Patient Care

Esthetics

#### 21. AMERICAN DENTAL ASSOCIATION MEMBER CREDIT

A credit of 5% will be applied to each dentist who is a member of the American Dental Association.

#### 22. GROUP DISCOUNTS

A single group practice policy issued to two or more dentists is eligible for a premium discounts based upon the total number of dentists and oral surgeons within the group. This discount is based on the size of the group to reflect the lower acquisition costs, reduces administrative expenses (including billing and collection) and the potential savings due to lower losses. (Group Practice appears to reduce losses due to internal risk management and other control and quality factors inherent in the group.) The following discounts are applicable:

Group Size	Premium Credi
2 - 5 Dentists	5%
6 - 10 Dentists	10%
11 - 25 Dentists	15%
> 25 Dentists	20%

#### II. COVERAGE OPTIONS:

#### A Dentist Liability Package Policy

The Dentist Liability Package Policy will include all coverages I, II, III, IV, V, VI and VII. The charge of the additional coverage may be purchased for an additional 11%. The annual Professional Liability Premium will be multiplied by 1.11.

#### B Employment Practices Liability - increased limits

Coverage V, Employment Practices Liability limits may be increased to \$25,000 each claim / \$25,000 aggregate for an additional premium charge of \$130. Additional increased limits are available - see below.

The applicable flat rate in the following table shall be applied to each Named Insured policy based on the number of employees: The rates shown are the total amounts charged for the limits shown. The limits shown are on a per occurrence / aggregate basis.

Limits of Liability\*

Number of	\$100,000 /	\$250,000 /	\$500,000 /	\$750,000 /
Employees*	\$100,000	\$250,000	\$500,000	\$750,000
1-3	\$268	\$360	\$451	\$494
4	\$358	\$480	\$601	\$659
5	\$447	\$600	\$752	\$823
6	\$537	\$720	\$902	\$988
7	\$626	\$839	\$1,052	\$1,153
8	\$716	\$959	\$1,203	\$1,317
9	\$805	\$1,079	\$1,353	\$1,482

<sup>\*</sup>A mandatory deductible of \$2,500 applies to the above coverage

#### ERISA Fiduciary Liability Coverage

Coverage is available as follows: Limit of Liability Premiu Premium \$100,000 / \$100,000

#### Organization / Entity Coverage

Organization / Entity Coverage

Coverage can be provided for Dental Practitioner Group Partnerships, Corporations or Professional Associations for liability arising from the practice of dentistry by member dental providers and allied practitioners.

There is no additional charge to have coverage sharing in the limits of liability with the Named Insured. A charge of 10% of the total premium (all Named Insureds) will be added if a separate limit of liability is purchased.

Billing Errors & Omissions Coverage Coverage is available as follows: Limits of Liability Premium \$25,000 \$100

### Corporate Identity Protection Coverage Coverage is available as follows:

Limits of Liability* Premium		
\$10,000 \$100		
a. Personal Identity Liability Sublimit for all I	personal identity events	\$10,000
b. Administrative Action Sublimit for all adm	instrative expenses	\$10,000
c. Identity Event Services Sublimit for all not	ification costs, crisis expenses and post event services	\$10,000
Limits of Liability* Premium		
\$25,000 \$150		
a. Personal Identity Liability Sublimit for all	personal identity events	\$25,000
<ul> <li>b. Administrative Action Sublimit for all adm</li> </ul>	instrative expenses	\$25,000
c. Identity Event Services Sublimit for all not	ification costs, crisis expenses and post event services	\$25,000
Limits of Liability* Premium		
\$50,000 \$300		
a. Personal Identity Liability Sublimit for all	personal identity events	\$50,000
<ul> <li>b. Administrative Action Sublimit for all adm</li> </ul>	instrative expenses	\$50,000
c. Identity Event Services Sublimit for all not	ification costs, crisis expenses and post event services	\$50,000
Limits of Liability* Premium		
\$100,000 \$600		
a. Personal Identity Liability Sublimit for all J	personal identity events	\$100,000
b. Administrative Action Sublimit for all adm	instrative expenses	\$100,000
c. Identity Event Services Sublimit for all not	ification costs, crisis expenses and post event services	\$100,000

 $<sup>\</sup>ensuremath{^{*}}$  Retention of \$500 is mandatory for each personal identity event.

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<sup>\*\*10</sup> or more employees - please refer to Company

#### NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA DENTAL PROFESSIONAL LIABILITY RATING RULES ILLINOIS

#### I. COVERAGES AVAILABLE:

Option I. Dental Professional Liability (Monoline Professional Liability)

Mandatory minimum coverage

<u>Coverage Type</u> Claims - Made or Occurrence

The following coverages will be included in the Professional Liability Coverage at no additional charge:

 Coverage
 Limit of Liability

 Medical Payments Coverage
 \$10,000

 Administrative Hearing
 \$50,000

Limited Health Insurance Portability and Accountability Act \$25,000

("HIPAA") Defense Only Coverage

#### Option II. Dental Professional Package:

The following coverages are available:

Coverage:		Coverage Type
I.	Dentists Professional Liability	Claims - Made or Occurrence
II.	Dentists General Liability	Occurrence
	a. Premises, Products / Completed Operations	
	b. Medical Payments - \$10,000 / \$10,000	
III.	Non-owned & Hired Auto Liability	Occurrence
IV.	Employee Benefits Administration Liability	Occurrence
V.	Employment Practices Liability - \$5,000 / \$5,000	Claims - Made
VI.	Medical Waste Legal Reimbursement - \$50,000 / \$50,000	Claims - Made or Occurrence
VII.	Billing Errors & Omissions - \$2500/\$2500	Claims - Made

The following limits of liability are available on a per occurrence / aggregate basis as listed below:

	Coverage I	Coverage II, III & IV	Coverage V	Coverage VI	Coverage VII
	Professional	GL, Hired & NO,	Employment	Medical Waste	Billing Errors
	Liability only	Employee Benefits	Practices	Legal	& Ommissions
A.	\$100,000 / \$300,000	\$100,000 / \$300,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
В.	\$200,000 / \$600,000	\$200,000 / \$600,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
C.	\$500,000 / \$1,500,000	\$500,000 / \$1,500,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
D.	\$1,000,000 / \$3,000,000	\$1,000,000 / \$3,000,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
E.	\$2,000,000 / \$4,000,000	\$2,000,000 / \$4,000,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
F.	\$2,000,000 / \$6,000,000	\$2,000,000 / \$4,000,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
G.	\$3,000,000 / \$3,000,000	\$2,000,000 / \$4,000,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
Н.	\$3,000,000 / \$6,000,000	\$2,000,000 / \$4,000,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
I.	\$4,000,000 / \$6,000,000	\$2,000,000 / \$4,000,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
J.	\$5,000,000 / \$5,000,000	\$2,000,000 / \$4,000,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500
K.	\$5,000,000 / \$6,000,000	\$2,000,000 / \$4,000,000	\$5,000 / \$5,000	\$50,000 / \$50,000	\$2500/\$2500

Coverages II - VII must be purchased as a package. They are not available on a stand alone basis. Only coverage I Dental Professional Liability is available on a monoline basis. Coverage VI and VII may be added separately to a mono line Dental Professional Liability Policy.

Coverage II Dentists General Liability, Coverage III Non-owned & Hired Auto Liability and Coverage IV Employee Benefits Administration Liability limits must be equal to the limits of liability listed in the table above for the option selected by the insured.

Coverage VI, Medical Waste Legal Reimbursement limits may not be increased under this program.

 $Coverage~VII,~Billing~Errors~\&~Omissions~may~be~increased~to~\$25,\!000~for~an~additional~payment~of~\$100.$ 

#### II. GENERAL RULES

#### 1 PREMIUM BASE

Both occurrence and claims made rates apply on a per Dentist basis for Professional Liability

#### 2 POLICY TERM

Policies will be written for a term of one year and renewed annually thereafter, subject to underwriting review.

#### 3 PREMIUM COMPUTATION

- A. Compute the premium using the rates in effect at the time of policy issuance.
- B. Pro-rate the premium when policy is issued for other than one year.
- C. Premiums are calculated as specified for the respective coverage. Rounding to the nearest whole dollar amount (i.e. .50 and great rounds up; .49 and below rounds down) is done after the computation of the final premium.
- D. Individual Risk Premium Modifications will be added together and applied as one modification to the premium. All other factors will be multiplied against the base premium.

#### 4 ADDITIONAL PREMIUM CHARGES

- A. Pro-rate all changes requiring additional premium.
- B. Apply the rates and rules in effect on the effective date of the change.
- C. Waive additional premium of \$20.00 or less. The waiver only applies to cash exchange due on an endorsement effective date.

#### 5 RETURN PREMIUM CHARGES

- A. Deletion of a mandatory coverage is not permitted unless the entire policy is canceled.
- B. Compute return premium at the rate used to calculate the policy premium.
- C. Compute return premium pro rata when any coverage or exposure is deleted or an amount of insurance is reduced.
- D. Waive return premium of \$20.00 or less. Grant any return premium if requested by the Insured. This waiver only applies to cash exchanges due on the endorsement effective date.

#### 6 POLICY CANCELLATION

- A. Compute return premium pro rata when:
  - 1 A policy is canceled at the Company's request.
  - 2 The Insured no longer has a financial or an insurable interest in the subject of insurance.
  - 3 A policy is canceled and rewritten in the same Company or Company Group.
  - 4 A policy is canceled due to death, disability or retirement.
- $B.\ If\ cancellation\ is\ for\ any\ other\ reason\ than\ stated\ in\ A.\ above;\ compute\ the\ return\ premium\ at\ .90\ of\ the\ pro\ rata\ unearned\ premium\ for\ the\ one-year\ period.$
- C. Retain the Policy Writing Minimum Earned Premium when the Insured requests cancellation except when a policy is canceled as of the inception date. In the event of a cancellation, the minimum premium will be considered to be the annual premium charge with cancellation premium subject to the policy writing minimum earned premium. The policy writing minimum earned premium shall be \$250.00 per annual or lesser period, unless otherwise specified for the respective coverage.

#### 7 LOCATION OF PRACTICE

The rates as shown in this manual contemplate the exposure as being derived from professional practice within the state and territory. An exception will be allowed for dentists who have a multi-state or multi-territory exposure. We will charge the rate of the state or territory in which the dentist has a majority of his / her practice.

#### 8 MAXIMUM CREDITS ALLOWABLE

The maximum amount of credits to be applied may not exceed 60% for each scheduled dentist. The maximum does not include: Waiver of consent, deductible factors, decreased limit factors, and claims made step factors.

#### 9 TERMINATION OF COVERAGE (CLAIMS MADE COVERAGE ONLY)

Within thirty (30) days after the termination of coverage, as defined below, the Company will advise the Named Insured in writing of the automatic Extended Reporting Period coverage and the availability of, the premium for, and the importance of purchasing additional Extended Reporting Period coverage.

The Named Insured shall have the greater of sixty (60) days from the effective date of termination of coverage, or thirty (30) days from the date of mailing or delivery of such notice, to submit to the Company written acceptance of the Extended Reporting Period Coverage.

Termination of Coverage, whether made by the Company or the Named Insured at any time, means either (1) cancellation or non-renewal of a policy, or (2) decrease in limits, reduction of coverage, increased deductible or self insured retention, new exclusion or any other change in coverage less favorable to the Insured.

#### 10 EXTENDED REPORTING PERIOD COVERAGE (CLAIMS MADE COVERAGE ONLY)

The availability of Extended Reporting Period coverage shall be governed by the following rules, subject to underwriting approval.

- A. The available limits of liability shall not exceed those afforded under the current policy.
- B. In the event of termination of coverage, as defined above, the Insured may purchase this coverage by giving the Company written notice, within sixty (60) days of such termination of coverage, or thirty (30) days from the date of mailing or delivery of such notice, of its intent to purchase, and by paying the appropriate premium.
- C. Extended Reporting Period premiums shall be calculated upon the rates and premiums in effect at the beginning of the policy period.
- D. The Extended Reporting Period coverage shall be reinstated to 100% of the aggregate expiring limits.
- E. There will be no charge for Extended Reporting Period coverage if the Insured:
  - 1 Dies, or
  - 2 Becomes totally and permanently disabled Disability shall mean the total and permanent disability from the practice of clinical dentistry for a period of six consecutive months without expectation of recovery. The disability or death must result from sickness or accidental bodily injury and be confirmed in writing by an independent attending physician.
  - 3 Fully retires at age 50 or more and has been insured under an affiliate Company for at least 5 years. If not insured for 5 years, a credit of one fifth of the otherwise applicable Extended Reporting Period Endorsement premium will be applied to each full annual period the insured has consecutively been insured with the Company.
- F. The Extended Reporting Period shall be Unlimited.
- G. All Insureds previously covered through Fireman's Fund Insurance will be grandfathered into the current program.
- H. Extended Reporting Coverage is available for ERISA Fiduciary Coverage. A factor of .75 will apply to the rate.
- I. Extended Reporting Coverage is available for Employment Practices Liability increased limits. A factor of .75 will apply to the rate.
- J. After the Extended Reporting Period coverage has been paid, it cannot be cancelled for any reason.

#### III. COVERAGE RULES

#### 1 NEW DENTIST DISCOUNT

A discount will be applied to premium for New Dentists in years 1 through 3 of practice that meet the following criteria:

Year 1: A newly graduated dentist shall be defined as a dentist who has completed training in dentistry from a domestic accredited university or dental college within the previous twelve months or the experienced military dentist who within 6 months of honorable discharge or a foreign graduate with a 2 year program from an accredited U.S. dental school, and will be joining a dental group or opening a private practice, and for whom this is the first professional liability insurance coverage provided other than that for Dental Examinations.

Years 2 or 3: The Dentist is in his or her second or third year of post graduate practice as defined above.

#### 2 PART TIME DENTIST

This discount shall apply to any dentist who works twenty (20) hours or less per week or less than an aggregate of 1,050 hours during the term of an annual policy.

The part time discount is not applied to the Extended Reporting Period Endorsement unless the part time practice did not exceed an average of 1,050 hours per year over the previous five consecutive policy years.

#### 3 FACULTY DENTIST

A faculty discount shall be applied to those dentists who are faculty members of an accredited dental school. The amount of the discount will be based on the hours spent teaching at the facility as defined below:

Full Time - 32 hours or more per week Half Time - 16 to 31 hours per week Part Time - 15 hours or less per week

#### 4 WAIVER OF CONSENT

A premium discount shall be applied when the insured has waived the consent provision of the Coverage Agreements. This modification can not be added to a policy mid-term.

#### 5 RISK MANAGEMENT EDUCATION

A premium discount shall be applied to those dentist who participate in an approved risk management program. Approved Risk management programs include but are not limited to completed risk management workshops, seminars, self-study, state dental society courses, accredited national organization courses, and courses completed from a previous employer.

#### 6 CLAIM EXPERIENCE

Claim Free Credit:

A premium discount will be applied to those dentists who have been without a chargeable loss based on the claim history of an individual dentist over the proceeding five-year period. A chargeable loss is determined by adding all loss payments, outstanding reserves and loss adjustment expenses.

All insured previously covered through Fireman's Fund Insurance will be grandfathered into the current program.

#### Claim Experience Debit:

Based on the claim history of an individual dentist over the proceeding five year period, a debit, based on a chargeable loss, shall be applied to the dentist's rate. A chargeable loss is determined by adding all loss payments, outstanding reserves and loss adjustment expenses.

Debits will be adjusted each year, dependent upon annual review of claims experience.

#### 7 INDIVIDUAL RISK PREMIUM MODIFICATIONS

Individual risk premium modification (IRPM) factors may be applied to reflect account characteristics not otherwise addressed. IRPM's are based on operational controls and procedure mix; practice characteristics; loss control procedures; and claim peculiarities. The total IRPM shall not exceed + or - 25%.

#### 8 POLICY CHANGE ENDORSEMENT

The "Policy Change Endorsement" will be used to correct errors or mistakes on the Declarations page.

#### 9 ADDITIONAL INSUREDS

The "Additional Insured Endorsement" will be used to add additional insured to the policy.

#### 10 BOARD EXAMINATION COVERAGE

Coverage can be restricted and provided only for students taking Board Examinations through an accredited institution, or for individuals (not students) who sit for Board Examinations and are candidates for certification and / or licensing as a dentist. This coverage can also be utilized for dentists interviewing prior to employment.

Coverage is to be written on a separate policy as follows:

A. On an occurrence basis only;

B. Limits of Liability shall be \$1,000,000 each claim and \$3,000,000 aggregate; and

C. The policy period will not exceed one year from the effective date.

#### 11 MEDICAL WASTE DEFENSE EXPENSES REIMBURSEMENT COVERAGE

Optional coverage for Medical Waste Defense Expenses Reimbursement Coverage is available with limits of \$50,000 applicable to defense costs only.

#### 12 LOCUM TENENS

Coverage for a substitute dentist (120 day maximum per policy year). Prior approval required. Locum Tenens dentists are subject to all applicable underwriting guidelines.

#### 13 MILITARY SERVICE

This rule shall apply to an Insured who is called into active military service.

The policy coverage for the affected individual will continue for those Dental Incidents arising before military service began, with all other policy coverages suspended for the duration of the dentist's military service including payment of premium.

At the time private practice is resumed, the coverage and premium payment will begin with the policy's expiration date adjusted in order to reflect the duration of the individual's intervening military service. The claims made step factor that was applicable at the time of suspension will be the one in effect at the time of coverage resumption.

The Insured must provide the Company with a copy of the affected individual's military papers showing the date in which active duty is to begin. The "Military Suspension Endorsement" will be used to suspend policy coverage.

#### 14 DISABILITY OR LEAVE OF ABSENCE

In contemplation of a reduction in exposure, and for a period of at least 45 days and no greater than 180 days, insured dentists shall be eligible for a "disability and / or leave of absence" premium reduction for the disability or absence period. "Disability or leave of absence" is defined as an injury, disease, medical condition or continuing education sabbatical that prevents an insured dentist from engaging in the practice of dentistry, other than in an emergency situation. This will apply retroactively to the first day of disability or leave of absence.

#### 15 QUARTERLY INSTALLMENT PLAN

The charge for premium installments shall be the lesser of one percent (1%) of the total premium or \$25.00 per installment. There will be no interest charges on installment payments. Any additional premium resulting from changes to the policy will be spread equally over the remaining installments, if any. If there are no remaining installments, additional premium resulting from changes to the policy will be billed immediately as a separate transaction.

First Quarter 40% Second Quarter 20% Third Quarter 20% Fourth Quarter 20%

Myron Harry Analyst State Filings Division 718 250 1771 Telephone 718 250 1779 Facsimile



myron.harry@aig.com

August 23, 2013

Honorable Andrew Boron Director of Insurance Illinois Department of Insurance 320 West Washington Street, 4th Floor Springfield, Illinois 62767-0001

Attn.: Mr. John Gatlin

Assistant Deputy Director

Property & Casualty Compliance Unit

RE: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

NAIC # 012-19445 FEIN #25-0687550

Dentists Professional Liability Program
State Tracking Number: AGNY-129071250

Our Filing Number: AIG-13-EO-06

Dear Mr. Gatlin:

On June 18, 2013, National Union Fire Insurance Company of Pittsburgh, Pa. submitted for your review and approval their Rates/Rules filing to be used with their Dentists Professional Liability Program. Pursuant to the file and use requirements set forth in Illinois Insurance Code 215 IL CS 215 5/155.18, please accept this letter as written notification of our intent to implement this filing.

Sincerely,

Myron Harry

 SERFF Tracking #:
 AGNY-129071250
 State Tracking #:
 AGNY-129071250
 Company Tracking #:
 AIG-13-EO-06

State: Illinois Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa.

TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice

Product Name:Dentists Professional Liability Program 015106400288Project Name/Number:Dentists Professional Liability Program /AIG-13-E0-06

### **Superseded Schedule Items**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule		Replacement Creation Date	Attached Document(s)
06/12/2013		Supporting Document	Form RF3 - (Summary Sheet)	07/01/2013	IL Form RF-3.pdf (Superceded)

#### SUMMARY SHEET

Change in Company's premium or rate level produ	\$158,580	
(1)	(2) Annual Premium	(3) Percent
<u>Coverage</u>	Volume (Illinois)*	<u>Change (+ or -)**</u>
1. Automobile Liability		
Private Passenger		
Commercial	<u> </u>	
2. Automobile Physical Damage		
Private Passenger		
Commercial		
3. Liability Other Than Auto	\$1,707,000	9.29%
4. Burglary and Theft		
5. Glass		
6. Fidelity		
7. Surety		
8. Boiler and Machinery		
9. Fire		
10. Extended Coverage		
11. Inland Marine		
12. Homeowners		
13. Commercial Multi-Peril		
14. Crop Hail		
15. Other		
Line of Insurance		
Zime of insurance		
Does filing only apply to certain territory (territori	es) or certain classes? If so, s	necify:
All classes will receive a base increase of 7%. Add		
increase.		
Brief description of filing. (If filing follows rates	of an advisory organization, s	pecify organization):
See explanatory memorandum.	<b>3</b>	
T		
* Adjusted to reflect all prior rate changes.		
** Change in Company's premium level which wi	11	
result from application of new rates.		
The second secon		
		National Union Fire Insurance Company of Pittsburgh, Pa.
		Name of Company
	•	Official-Title